

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SANTA CLARA
AND
ENVIRONMENTAL SCIENCE ASSOCIATES
FOR
PROFESSIONAL ENVIRONMENTAL SERVICES
Contract No. M15P044

Approved: 08/11/2015

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AUG 11 2015

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA CLARA AND
ENVIRONMENTAL SCIENCE ASSOCIATES**

This Professional Services Agreement (hereinafter "PSA") is an agreement between the COUNTY OF SANTA CLARA (hereinafter "County") and ENVIRONMENTAL SCIENCE ASSOCIATES (hereinafter "Consultant"). This agreement shall be in effect August 11, 2015, and shall terminate June 30, 2020.

RECITALS

WHEREAS, County desires to hire Consultant as a professional environmental assessment and monitoring firm to provide various environmental Services including analyzing environmental issues, preparing environmental documents such as environmental impact reports, attending related public meetings and hearings, and conducting mitigation monitoring and reporting activities.

WHEREAS, Consultant has been selected based on its demonstrated competence and professional qualifications in accordance with County procedures as set forth in the Environmental Procedures.

WHEREAS, this PSA sets forth the terms and conditions under which Consultant will provide and be paid for Services.

DEFINITIONS

The terms below are defined as follows for purposes of this PSA and Project Agreements:

CEQA - The California Environmental Quality Act ("CEQA"), Public Resources Code § 21000 *et seq.*, regulations promulgated thereunder in Title 14 of the California Code of Regulations, § 15000 *et seq.*, and County ordinances and procedures related thereto.

Consultant - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into this PSA or any Project Agreement with County. Consultant may also be referred to as "Contractor" in Project Agreements.

County - The County of Santa Clara in the State of California.

Days - Calendar days unless otherwise designated.

Environmental Procedures - The document entitled "Procedures for Consultants to Prepare Environmental Documents for Private Projects in Santa Clara County" ("Environmental

Procedures”) dated April 13, 2010, which is attached hereto as Exhibit A and incorporated herein.

This document is periodically updated by County. When such revisions are made County shall provide them to Consultant.

Instruments of Service - Data, maps, figures, studies, reports, analyses, scoping documents, mitigation monitoring and reporting plans, and other tangible products of Consultant’s Services in connection with a Project pursuant to this PSA or any Project Agreement.

Maximum Fee - The total estimated fee for Services rendered by Consultant to County for a Project pursuant to a Project Agreement, including any Reimbursable Expenses.

Parties - County and Consultant, collectively.

Planning Manager - The Planning Manager of the County of Santa Clara, who shall represent County in all matters pertaining to the Services to be rendered pursuant to this PSA and any Project Agreements.

Private Project Applicant - The person or entity who has applied to County for a permit or other entitlement for use for a Project and who is responsible for making payments to County to cover Services performed by Consultant pursuant to a Project Agreement.

Project - A development project proposed by a private applicant for which a permit or other entitlement for use is required from the County and for which environmental review is required pursuant to the CEQA, or for which environmental review has already been conducted and mitigation monitoring and reporting is required pursuant to CEQA.

Project Agreement - An agreement between County and Consultant which is negotiated and executed pursuant to this PSA whereby Consultant agrees to provide and County agrees to pay for Services in connection with a specific Project and which is in the form of the Project Agreement attached hereto as Exhibit C and incorporated herein.

Project Environmental Fund - The fund maintained by the County for holding payments made by the private Project applicant pending disbursement to Consultant, County and others for environmental work performed on the Project.

Reimbursable Expenses - Reasonable expenses normally incurred in connection with providing Services.

Scope of Work - A complete and detailed list of Services to be provided by Consultant pursuant to a Project Agreement.

Services - The provision of labor, Instruments of Service and other services and products of Consultant to be delivered or provided to County pursuant to this PSA or any Project Agreement, including but not limited to conducting site inspections and surveys, analyzing environmental issues, meeting with County staff and Private Project Applicants, preparing environmental documents such as technical reports, attending related public meetings and hearings, and conducting mitigation monitoring and reporting activities.

Subconsultant - A person, entity or organization contracting directly with Consultant to perform any work related to a Project in connection with this PSA or a Project Agreement.

Work - That which is performed by Consultant pursuant to and which is authorized by this PSA or any Project Agreement, including the furnishing of all labor, materials, equipment and Services.

Work Program - The Scope of Work together with a schedule showing the timing and phasing of Consultant's provision of Services and performance under a Project Agreement and the milestones at which Consultant shall submit payment requests to County.

ARTICLE 1 - OBJECTIVES AND SCOPE OF PSA

- 1.1 **Objectives.** The purpose of this PSA is for County to obtain and Consultant to provide high quality, efficient and cost-effective Services to assist County in complying with CEQA.
- 1.2 **Scope of PSA.** This PSA generally sets forth the rights and responsibilities of the County and Consultant with respect to the provision of Services by Consultant and payment for those Services. This PSA does not, by itself, authorize Consultant to provide or be paid for any Services to County. No Work shall be performed nor Services rendered under this PSA unless and until a Project Agreement is executed in accordance with Article 2 and the Private Project Applicant has deposited 126.25% of the Maximum Fee into the Project Environmental Fund.

ARTICLE 2 - PROJECT AGREEMENTS

- 2.1 **Project Agreements.** Each Project Agreement shall be negotiated and executed by the County Planning Manager and the Consultant's duly authorized representative and shall incorporate the terms of this PSA. Each Project Agreement shall identify and describe the Project or portion thereof for which Consultant is to provide Services pursuant to the Project Agreement, the Services to be provided by Consultant, the Work Program, and the Maximum Fee. All Project Agreements shall be in the form of Exhibit C and shall conform to this PSA and the Environmental Procedures.

- 2.2 Scope of Work. The objectives of each Project and the particular Services to be provided by Consultant to County with respect to the particular Project shall be developed in accordance with the Environmental Procedures and set forth in the Project Agreement. Consultant is responsible for ensuring that the Maximum Fee established in the Project Agreement is sufficient to accomplish the Services to be provided for the particular Project (including Reimbursable Expenses), including but not limited to costs associated with any Subconsultants.
- 2.3 Effect on PSA or other Project Agreements. Any act or event affecting any particular Project Agreement, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect this PSA or any other Project Agreement unless specifically provided herein or agreed to in writing by the Parties.
- 2.4 Changes in Scope of Work. If, after a Project Agreement is executed, County or the Private Project Applicant changes the Project description in a way that significantly alters the Services to be provided, or additional research is required that could not reasonably have been anticipated by Consultant and which significantly alters the cost of providing Services, the Project Agreement shall be modified by mutual written agreement of the Parties to reflect the revised Scope of Work, Work Program and Maximum Fee. Consultant is not authorized to provide any Services not identified in the original Work Program or to receive payment exceeding the original Maximum Fee unless and until the Project Agreement is modified in accordance with this section and the Private Project Applicant has deposited 126.5% of the revised Maximum Fee into the Project Environmental Fund.

ARTICLE 3 - COUNTY RESPONSIBILITIES

- 3.1 County's Project Manager. County shall designate a County Project Manager for each Project who shall provide coordination between Consultant and County and communicate approvals, decisions, feedback and other information to Consultant with respect to the Project.
- 3.2 Project Direction and Feedback. Consultant shall seek and County shall provide direction to Consultant regarding major issues involved in providing Services (e.g., determination of standards of significance for highly controversial environmental impacts).
- 3.3 Timeliness. County shall provide all information identified in the Project Agreement as to be provided by County as expeditiously as possible for the orderly progress of Consultant's Services. County shall also provide feedback to Consultant (e.g., comments on draft documents) and render approvals and decisions without undue delay.
- 3.4 Payments to Consultant. County shall make payments to Consultant in accordance with Article 5.

ARTICLE 4 - CONSULTANT RESPONSIBILITIES AND SERVICES

- 4.1 Consultant's Project Manager. Consultant shall designate a Consultant Project Manager for each Project who shall provide coordination between Consultant and County with respect to the Project.
- 4.2 Performance Standards. Consultant shall provide Services in accordance with those standards of care which are generally recognized as being used by competent persons in their area of specialty in the State of California. Consultant shall be fully and solely responsible for the professional quality, technical accuracy, and coordination of all services provided by Consultant under this PSA. All errors and deficiencies in Services provided shall be corrected by Consultant without additional payment. The review, approval or acceptance of Services by the County shall not operate to waive any of the County's rights and remedies under this PSA, any cause of action related to or arising out of this PSA or Project Agreements, or Consultant's responsibility for conceptual and technical adequacy of the Services. Consultant shall be liable to the County for all damages to the County caused by Consultant's negligent performance under this PSA or any Project Agreements.
- 4.3 Consultant Qualifications. Consultant represents and warrants that it has the requisite qualifications, staffing and other resources to provide Services in accordance with the standard of care set forth in section 4.2. If, at any time during the term of this PSA or any Project Agreements, Consultant becomes aware that it no longer has the capability to provide Services meeting the standard in section 4.2, Consultant shall promptly notify County of that circumstance in accordance with section 10.11.
- 4.4 Failure to Meet Performance Standards. If at any time Consultant fails to provide Services meeting the standard of care set forth in section 4.2, County may terminate this PSA and all Project Agreements in accordance with the procedures in Article 6.
- 4.5 Compliance with Applicable Legal Requirements. Consultant shall perform Services in compliance with all applicable federal, state and local codes, statutes, laws, regulations and ordinances, including environmental, energy conservation, and disabled access requirements.
- 4.6 Duty of Confidentiality. To the fullest extent allowed by law, Consultant agrees to keep confidential all communications in whatever form between County, its officers, agents and employees and Consultant, its officers, agents, and employees. County shall have sole discretion to determine which documents and information will be disclosed to others and when, if ever, disclosure may occur.

ARTICLE 5 - PAYMENTS TO CONSULTANT

Payments shall be made to Consultant as set forth herein and as authorized in each the Project Agreement.

- 5.1 Hourly Rate Schedule. The Hourly Rate Schedule set forth in Exhibit D and incorporated herein shall apply throughout the term of this PSA and shall be used to arrive at the fee schedule for Project Agreements and subsequent modifications, if any, to the Work Program and Maximum Fee. The Hourly Rate Schedule may be modified to reflect market conditions and inflation only upon mutual written agreement of County and Consultant. Where the class of persons authorized to provide specific Services is not designated in a Project Agreement, Services shall be provided by a qualified person who is in the class which has the lowest hourly rate of payment among those classes which contain persons who are qualified to provide the Services.
- 5.2 Work Program. Each Project Agreement shall contain a written Work Program showing the Services Consultant is to perform pursuant to the Project Agreement, when those Services will be completed, how much Consultant will be paid for those Services, how the Consultant's fee for each Service was arrived at, and the milestones at which Consultant will request and County will make payment to Consultant. This Work Program shall be the basis for Consultant to submit payment requests to County.
- 5.3 Payment Schedule. Payments will be made to Consultant at project milestones identified in the Work Program of each Project Agreement. For environmental documents prepared for private projects prior to initial project approval by County (e.g., environmental impact reports, negative declarations), Consultant will be paid 25% of the Maximum Fee for Services in the Project Agreement when the Private Project Applicant pays County 126.5% of the Maximum Fee identified in the Project Agreement; Consultant will be paid an additional 50% of the Maximum Fee for Services in the Project Agreement when Consultant provides the first adequate draft of the entire administrative draft of the environmental document; and Consultant will be paid the remaining 25% of the Maximum Fee in accordance with the project milestones identified in the Work Program of the Project Agreement. For other environmental work (e.g., mitigation monitoring and reporting), payments will be made to Consultant in accordance with the schedule set forth in the Work Program of the applicable Project Agreement. Payments to Consultant based on partial submittals may be allowed under special circumstances at the discretion of the County Planning Manager.
- 5.4 Status Reports. When requested by County, Consultant shall submit monthly status reports for each Project listing the tasks accomplished and fees incurred to date.

- 5.5 Payment Requests. Consultant shall submit payment requests upon completion of Project milestones as described in the Project Agreement and section 5.3. Payment requests shall be on Consultant letterhead and shall demonstrate timely submission of status reports as required in section 5.4. Upon request by the County Planning Manager, Consultant shall provide additional detail to support any payment requests. Consultant's compliance with this section shall be a condition precedent to any payment by County. Consultant shall submit payment requests to the County Project Manager on a timely basis and in no event later than thirty (30) days after completion of the Project. For payment requests submitted more than thirty (30) days after completion of the Project, County shall have no liability for payment thereof and shall have sole discretion to pay or decline payment thereof.
- 5.6 Alternative Payment Schedule Due to Delays beyond Consultant's Control. Where completion of a Project milestone is substantially delayed due to factors beyond Consultant's control, County may pay Consultant prior to achievement of the milestone for costs incurred and Services rendered by Consultant. Any such payments shall be limited to actual costs incurred and Services rendered by Consultant and shall not exceed the amount estimated for the particular milestone in the Work Program.
- 5.7 Maximum Fee. Each Project Agreement shall specify a Maximum Fee to be paid to Consultant for Services provided pursuant to the Project Agreement. The Maximum Fee shall be sufficient to cover all authorized Services and Reimbursable Expenses. Total payment to Consultant pursuant to any Project Agreement shall not exceed the Maximum Fee specified in the Project Agreement and Consultant shall be fully responsible for provision of all Services to fully perform the Project Agreement. This Maximum Fee may only be increased pursuant to section 2.4.
- 5.8 Changes to Work. If the Scope of Work, Work Program and Maximum Fee in the Project Agreement are modified pursuant to section 2.4, Consultant may submit Payment Requests reflecting the modifications.
- 5.9 Payment by County. The County Project Manager shall promptly review payment requests submitted by Consultant. County shall endeavor to make payments within thirty (30) days after County Project Manager approves the particular payment request.
- 5.10 Final Payment. Prior to and as a condition precedent to final payment under any Project Agreement, Consultant shall execute and deliver to County a release of all claims related to or arising under the Project Agreement.

ARTICLE 6 - TERM OF PSA, TERMINATION & SUSPENSION

- 6.1 Term of PSA. This PSA covers all Services for which Project Agreements are executed within five years of the effective date of this PSA. Each Project Agreement shall identify

the date upon which Consultant's Services in connection with said Project Agreement shall terminate.

- 6.2 Earlier Termination by County. At County's sole discretion, County may terminate this PSA or any Project Agreement or any portion thereof at any time by providing a written notice of termination to Consultant in accordance with section 10.11.
- 6.3 Consultant's Duties upon Receipt of Notice of Termination. Upon receipt of a notice of termination from County pursuant to section 6.2, Consultant shall immediately stop all Work related to the terminated PSA, Project Agreement(s) or portions thereof unless the notice expressly provides otherwise, and shall promptly deliver to County all data, drawings, specifications, reports, estimates, summaries and other documents and materials that have been prepared or otherwise obtained by Consultant pursuant to the PSA or Project Agreement(s), regardless of whether such items are completed or in progress.
- 6.4 Allocation of Liability for Services Rendered. If County terminates pursuant to section 6.2, County shall be responsible for paying Consultant for all Services or portions thereof rendered by Consultant prior to receipt of the notice of termination so long as the Services and portions rendered by Consultant were authorized by and there was no breach of this PSA and the applicable Project Agreement by Consultant. County shall not be liable for any costs or expenses incurred or Services rendered by Consultant after Consultant received the notice of termination. All Services rendered or expenses incurred after receiving the notice of termination shall be the sole responsibility of Consultant. Consultant shall submit a final payment request to County covering all Services or portions thereof rendered by Consultant prior to receipt of the notice of termination for which County has not already paid Consultant. Consultant's final payment request shall comply with sections 5.5 and 5.10.
- 6.5 Suspension of Work by County. At County's sole discretion, County may suspend any or all Work under this PSA or any Project Agreement or any portion thereof at any time by providing a written notice of suspension to Consultant in accordance with section 10.11. The notice of suspension shall clearly identify the Work to be suspended and the estimated time period of the suspension. Suspension of Work by County does not alter County's termination rights.
- 6.6 Consultant's Rights and Duties upon Receipt of Notice of Suspension. Upon receipt of a notice of suspension from County pursuant to section 6.5, Consultant shall immediately stop all Work to be suspended as described in the notice unless the notice expressly provides otherwise. County shall not be liable for any costs or expenses incurred or Services rendered by Consultant after Consultant received the notice of suspension and before the suspension is lifted pursuant to section 6.7. Consultant shall be solely responsible for any Services rendered, work performed or expenses incurred by

Consultant after receipt of the notice of suspension and before the suspension is lifted pursuant to section 6.7. If the suspension lasts more than 30 days, Consultant may elect to submit an interim payment request to County covering all Services or portions thereof rendered by Consultant prior to receipt of the notice of suspension for which County has not already paid Consultant. The interim payment request shall comply with section 5.5.

- 6.7 Lifting of Suspension by County. Where County has suspended Work pursuant to section 6.5, County may lift the suspension by providing Consultant with a written notice to resume Work in accordance with section 10.11. Upon Consultant's receipt of the notice to resume Work, Consultant shall resume Work pursuant to this PSA and the relevant Project Agreement(s) as if no suspension had taken place or as otherwise instructed in the notice to resume Work.
- 6.8 Consultant's Option to Terminate after 90-day Suspension. Where County has suspended Work pursuant to section 6.5 and has not notified Consultant to resume Work pursuant to section 6.7 within ninety (90) days of the date of the notice of suspension, Consultant may elect to terminate any or all of the Project Agreement(s) or portion(s) thereof that have been suspended by County by providing written notice of termination to County in accordance with section 10.11. If, upon termination by Consultant pursuant to this section, Consultant has not submitted an interim payment request to County pursuant to section 6.6, final payment shall be requested by Consultant and made by County in accordance with Article 5. Consultant shall promptly deliver to County all data, drawings, specifications, reports, estimates, summaries and other documents and materials that have been prepared or otherwise obtained by Consultant pursuant to this PSA or any Project Agreement, regardless of whether such items are complete or in progress.
- 6.9 Consultant's Right to Terminate for Cause. If County fails to substantially perform its obligations under this PSA or any Project Agreement, Consultant may terminate the agreement(s) that County has failed to substantially perform by providing written notice of termination to County in accordance with section 10.11. The notice of termination shall clearly and specifically identify all reasons why County has failed to substantially perform its obligations. County shall have thirty (30) days from receipt of Consultant's notice of termination to cure any such deficiencies. If County fails to timely cure, Consultant shall submit a final payment request to County covering all Services or portions thereof rendered by Consultant prior to the notice of termination for which County has not already paid Consultant. The final payment request shall comply with sections 5.5 and 5.10. Consultant shall promptly deliver to County all data, drawings, specifications, reports, estimates, summaries and other documents and materials that have been prepared or otherwise obtained by Consultant pursuant to this PSA or any Project Agreement, regardless of whether such items are complete or in progress.

ARTICLE 7 - ACCOUNTING, RECORDKEEPING AND AUDITS

- 7.1 Consultant Accounting System and Record Retention. Consultant shall maintain an accounting system and financial records in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services and Reimbursable Expenses authorized by this PSA and all Project Agreements. Consultant shall retain said records for a period of three (3) years from termination of this PSA, termination of all Project Agreements, or until all claims, if any, have been disposed of, whichever period is longer.
- 7.2 County Auditing Rights. Upon service of a written notice to Consultant in accordance with section 10.11, County and persons authorized by County shall have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of, or in any way related to, this PSA or Project Agreements, or affecting any changes or modifications to this PSA or Project Agreements.
- 7.3 Subconsultant Accounting, Recordkeeping and Audits. Where the total payment by Consultant to a Subconsultant related to this PSA will exceed ten thousand dollars (\$10,000), Consultant shall incorporate the accounting and recordkeeping requirements and audit rights of County set forth in sections 7.1 and 7.2 into the contract(s) between the Consultant and each such Subconsultant and such contract(s) shall expressly identify County as a third party beneficiary. At County's request, Consultant shall provide copies of all contracts between Consultant and Subconsultants related to Services under the Project Agreement.

ARTICLE 8 - DISPUTE RESOLUTION

- 8.1 Consultant's Questions and Concerns. Any questions Consultant may have regarding the terms, conditions and Services of this PSA or any Project Agreement shall be decided by the County Planning Manager who will furnish the decisions to Consultant in writing within thirty (30) days after receiving a written request for decision from Consultant.
- 8.2 Negotiations Before Mediation. Any negotiations the Parties may undertake to resolve disputes before Mediation is initiated are for settlement purposes only and are not binding.
- 8.3 Mediation.
- 8.3.1 Authorization. In the event any dispute or issue related to this PSA or a Project Agreement cannot be resolved by negotiation, County and Consultant agree to attempt to resolve the matter through Mediation. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the Parties to evaluate

each other's case and arrive at a mutually agreeable solution. The provisions in this PSA and any Project Agreement relating to Mediation shall not be construed or interpreted as mandatory arbitration.

- 8.3.2 Initiation of Mediation. Either Party may initiate Mediation for any dispute or issue related to this PSA or a Project Agreement by submitting a written Request for Mediation to the other Party pursuant to section 10.11.
- 8.3.3 Request for Mediation. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and telephone numbers of those who will represent the Party submitting the Request for Mediation.
- 8.3.4 Selection of Mediator. Upon receipt of a Request for Mediation, within fourteen (14) days, the parties shall meet and confer to select an appropriate Mediator agreeable to the Parties. If the Parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.
- 8.3.5 Qualifications of Mediator. Any Mediator selected shall have expertise in the area of the dispute and be knowledgeable about the Mediation process. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation. Before accepting an appointment as Mediator, the prospective Mediator shall be required to disclose all circumstances likely to create a perception of bias or prevent a prompt meeting with the Parties. Upon receipt of such information, the Parties shall meet and confer and decide whether to select another Mediator.
- 8.3.6 Vacancies. If any Mediator shall become unwilling or unable to serve as Mediator, another Mediator shall be selected by the Parties in accordance with section 8.3.4 unless the Parties agree otherwise.
- 8.3.7 Representation during Mediation. The Parties may be represented by persons of their choice, who shall have full authority to negotiate on behalf of the Party they represent. The names, addresses, and telephone numbers of such representatives shall be communicated in writing to all Parties and the Mediator.
- 8.3.8 Time and Place of Mediation. The Mediator shall set the time of each Mediation session. The Mediation shall be held at any convenient location in the County of Santa Clara that is agreeable to the Mediator and the Parties, as determined by the Mediator. All reasonable efforts will be made by the Parties and the Mediator to schedule the first session within thirty (30) days after selection of the Mediator.

- 8.3.9 Identification of Matters in Dispute. At least ten (10) days before the first scheduled Mediation session, each Party shall provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the Mediator's discretion, such memoranda may be mutually exchanged by the Parties. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand all issues presented. The Mediator may require each Party to supplement such information.
- 8.3.10 Authority of Mediator. The Mediator shall not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the Parties, as determined by the Mediator.
- 8.3.11 Privacy. Mediation sessions are private. The Parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the Parties and consent of the Mediator.
- 8.3.12 Confidentiality. Confidential information disclosed to a Mediator by the Parties or by witnesses in the course of Mediation shall not be divulged by the Mediator. All records, reports, and other documents and information received by a Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or a judicial forum. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings any of the following: (a) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (b) statements made by the other party in the course of the Mediation proceedings; (c) proposals made or views expressed by the Mediator; (d) whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- 8.3.13 No Record of Proceedings. There shall be no stenographic or other record of the Mediation.
- 8.3.14 Termination of Mediation. The Mediation shall be terminated in any of the following ways: (a) by the execution of a settlement agreement by the Parties; (b) by a written declaration of the Mediator to the effect that further efforts at

Mediation are no longer worthwhile; or (c) by a written declaration of a Party or the Parties to the effect that the Mediation proceedings are terminated.

8.3.15 Exclusion of Liability. No Mediator shall be a necessary party in judicial proceedings related to the Mediation. No Mediator shall be liable to any Party for any act or omission in connection with any Mediation conducted hereunder.

8.3.16 Interpretation and Application of These Mediation Provisions. The Mediator shall interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibilities.

8.3.17 Expenses. The expenses of witnesses for each Party shall be borne by the Party producing the witnesses. All other expenses of the Mediation, including required travel and other expenses of the Mediator, the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be apportioned as the Mediator finds appropriate or as otherwise agreed by the Parties.

ARTICLE 9 - NONDISCRIMINATION

9.1 Nondiscrimination. Consultant shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Consultant discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

ARTICLE 10 - MISCELLANEOUS

10.1 Contract Execution. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile,

electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

- 10.2 Binding on Successors. This PSA and all Project Agreements shall be binding on the Parties and all of their respective officers, agents, partners, employees, heirs, successors, assigns and legal representatives.
- 10.3 Applicable Law. This PSA, all Project Agreements, and any disputes arising thereunder shall be governed by the laws of the State of California.
- 10.4 Ownership and Use of Instruments of Service. All Instruments of Service and other materials prepared by Consultant in connection with this PSA or any Project Agreement shall be and remain the property of County. Consultant shall provide County with such Instruments of Service and materials at appropriate times during the Project Agreement and on termination or suspension of this PSA or the Project Agreement. Consultant may retain a copy for its records.
- 10.5 Indemnification. Indemnification provisions are set forth in Exhibit B3-A, which is attached hereto and incorporated herein.
- 10.6 Insurance. Insurance provisions are set forth in Exhibit B3-A, which is attached hereto and incorporated herein. Consultant's Certificate of Insurance is attached hereto as Exhibit F and incorporated herein.
- 10.7 Force Majeure. Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, or other events beyond the control of the other Party.
- 10.8 Waiver. In the event any provisions of this PSA or a Project Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding on the Parties. Unless otherwise expressly provided in this PSA or a Project Agreement, one or more waivers of any breach or failure to require full compliance by either Party of any provision, term, condition or covenant of this PSA or a Project Agreement shall not be construed as a waiver of a subsequent breach. Unless otherwise expressly provided in this PSA or a Project Agreement, acceptance of performance or fulfillment of any provision, term, condition or covenant of this PSA or any Project Agreement shall not be deemed to be a waiver of any preceding breach, regardless of knowledge of such preceding breach.
- 10.9 Integrated Agreement. This PSA and all Project Agreements constitute the entire and integrated agreement between County and Consultant and supersede all prior negotiations, representations, and agreements, either written or oral, preceding this PSA

and any Project Agreements. This PSA and any Project Agreements may be amended only by written agreement signed by the County Planning Manager and Consultant's duly authorized representative.

10.10 References. All references to article and section numbers herein pertain to articles and sections of this PSA unless otherwise specified.

10.11 Notices. All notices from either Party related to this PSA or any Project Agreements shall be in writing and shall be provided by at least one of the following methods: (1) delivered in person; (2) placed in a sealed, properly addressed envelope and deposited in the United States mail, postage prepaid; or (3) by electronic mail (hereinafter, "e-mail"). Unless otherwise specified in this PSA, notices shall be effective upon the earlier of the following: (1) for notice provided by personal service, upon personal service; (2) for notice provided by United States mail, upon deposit in any regular United States mail depository; or (3) for notice provided by e-mail, upon recipient's acknowledgment, by e-mail, of receipt of the e-mailed notice. The persons upon whom notices must be served for each Party and their addresses are as follows:

COUNTY: Megan Doyle
Clerk of the Board of Supervisors
Office of the Clerk – Board of Supervisors
70 West Hedding Street, East Wing, 10th Floor
San Jose, California 95110
E-mail: megan.doyle@cob.sccgov.org

Copies shall also be provided separately to:

Robert Eastwood
Interim Planning Manager
County of Santa Clara, Department of Planning and Development
70 West Hedding Street, East Wing, 7th Floor
San Jose, California 95110
E-mail: rob.eastwood@pln.sccgov.org

CONSULTANT: Brian Ramos
Northern California Regional Director
Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 94108
E-mail: bramos@esassoc.com

10.12 Relationship of Parties. Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of County.

None of the provisions of this PSA or any Project Agreements shall be deemed or construed to create any relationship between the Parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this PSA. The Parties are not, and shall not, be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither Party shall have the authority to make any statements, representations, or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and Subcontractors. No person performing Work or Services shall be considered to be an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available to or granted to employees of County. Contractor shall be solely responsible for any employment-related taxes and other obligations associated with its officers, agents, employees, contractors, and Subcontractors. Contractor shall provide to County a completed Request for Taxpayer Identification Number and Certification attached hereto as Exhibit E and incorporated herein.


- 10.13 Amendments. This PSA and any Project Agreement executed pursuant to this PSA may only be amended by a written instrument signed by the parties.
- 10.14 Contracting Principles. Contractor agrees to comply with the County's Contracting Principles set forth in the Board of Supervisors Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.
- 10.15 Use of Names and Logos. Neither party to this PSA shall be permitted to use the other's name, logo or corporate identity for any purpose, other than on documents or reports governed by this PSA, without prior written consent for the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.
- 10.16 Assignment of Clayton Act, Cartwright Act Claims. Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (14 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions

Code), arising from purchasing of goods, materials, or services by the Contractor for sale to the County pursuant to this PSA.

- 10.17 County No-Smoking Policy. Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.
- 10.18 Beverage Nutritional Criteria. Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

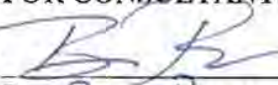
By their signatures below, each signatory represents that he/she has the authority to execute this PSA and to bind the party on whose behalf his/her execution is made.

FOR COUNTY:


Dave Cortese, President
Board of Supervisors

AUG 11 2015

FOR CONSULTANT:

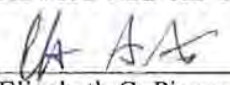

By: Brian Kumar
Title: Senior Vice President
Date: 7-16-15

ATTEST:


Megan Doyle
Clerk of the Board of Supervisors

AUG 11 2015

APPROVED AS TO FORM AND LEGALITY:


Elizabeth G. Pianca, Deputy County Counsel

Exhibits attached to and incorporated in this PSA:

- Exhibit A Procedures for Consultants to Prepare Environmental Documents for Private Projects in Santa Clara County ("Environmental Procedures") dated April 13, 2010
- Exhibit B3-A Insurance Requirements for Architects, Landscape Architects, Engineers & Survey Services Contracts
- Exhibit C Project Agreement Form
- Exhibit D Hourly Rate Schedule (provided by Consultant, subject to change)
- Exhibit E Request for Taxpayer Identification Number and Certification
- Exhibit F Consultant's Certificate of Insurance (to be updated annually by Consultant)

Exhibit A

County of Santa Clara * Department of Planning and Development
Planning Office *

Date: 4/13/10
Replaces: 1/25/08

Procedures for Consultants to Prepare Environmental Documents for Private Projects in Santa Clara County

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I. Introduction

This document has been prepared to provide consultants and project applicants with a guide to procedures used by the Department of Planning and Development in selecting consultants and preparing Environmental Impact Reports (EIR) and Initial Studies (IS). The goal of the procedures is to assure the quality and objectivity of the documents. The procedures will be subject to periodic update to reflect changes in State law and experience working with these procedures. Significant changes not required by State law will require approval of the County Board of Supervisors

II. Consultant Selection

A. *Consultant Selection for Environmental Impact reports [EIRs]*

1. Minor EIRs

For minor EIRs, where cost to prepare a Draft EIR for public circulation is estimated by staff not to exceed \$50,000, the following procedure shall apply. (The staff estimate may be based on past experience or discussion with possible consultants. An ultimate cost greater than \$50,000, due to unexpected circumstances, will not affect the appropriateness of this procedure.)

A master list of qualified environmental consultants to prepare such documents will be maintained. From the list, the Planning Manager or designee shall select consultants for specific projects based on capability and qualifications. Evaluations of a contractor's performance in providing previous service to the County shall be among the criteria that are used to judge the qualifications of the contractor. Whenever feasible, the selection of a contractor will be made on a rotational basis so as many firms as feasible have an opportunity to prepare environmental documents.

Staff has the authority to add or delete firms from this list based on the submittal of new information or unsatisfactory performance of prior environmental services for the County.

Information required of all candidates for addition to the list shall include a list of environmental documents prepared within the last five (5) years by the candidate firm or its staff (in the case of a newly formed firm) and pertinent information related to those documents, including whether they were challenged in the court system and the results of that challenge. Also required will be information on staff expertise and background, including knowledge of legal requirements for CEQA documents and technical competency for evaluating environmental impacts. Copies of recently completed environmental documents will be required.

Staff may also choose to follow procedure 2, Option (a) for major EIRs as described below.

2. Major EIRs

For EIRs where the cost to prepare a DEIR for public circulation is estimated to exceed \$50,000, either option (a) or (b) described below may be used. Both would utilize a **Review Board (see below)** to help select the consultant to prepare the EIR.

Option (a) - Preferred Consultants List

Based on rankings established by the Review Board, the Planning Office would establish an eligible list of five (5) consultant firms with which professional service agreements would be awarded. When a firm from this list is selected to prepare an EIR, a project agreement would be signed based on an EIR Scope of Work prepared by Planning Office staff. The eligible list would be maintained for five (5) years. Whenever feasible, the selection of a contractor would be made on a rotational basis.

Option (b) - Special Cases

In special cases, the Review Board may be asked to participate in a process which would result in the selection of a consultant who might not be on the "Preferred Consultants List." These situations would involve unique or extremely controversial projects which may require evaluation by consultants with special expertise.

3. Review Board

The Review Board for the selection process will consist of up to five (5) individuals. These may include: [1] Planning Commissioner selected by the Planning Commission, [2] Professional who is not an employee of the County or one of the firms being considered, [3] Manager of the County Planning Office, [4] Manager of the CEQA process in the County Planning Office, and [5] Planner in the Planning Office who will be assigned to manage one or more of the subject EIRs. The Review Board would always include a professional not employed by the County.

4. Ranking and Selection

Option (a) - Preferred Consultants List. Consultants on County Planning's Master List of qualified environmental consultants will submit a proposal to prepare environmental documents in accord with County procedures together with their current qualifications and experience. The Review Board will review the submittals, establish a list of finalists, and interview the finalist firms. Performance in providing previous services to the County shall be among the criteria that are used to judge qualifications. Each firm will be ranked based on its qualifications and understanding of County procedures. The top five (5) firms will be selected to sign a professional services agreement to prepare environmental documents for Santa Clara County.

Option (b) - Special Cases. Consultants (not limited to those on the County's Master list) will be asked to submit qualifications and/or a proposal to prepare the specific environmental document. The Review Board will review the submittals, establish a list of finalists, and interview the finalist firms. Performance in providing previous services to the County shall be among the criteria that are used to judge qualifications. Each finalist firm will be evaluated on its ability to provide the subject environmental document and a ranking will be established. The top firm will be selected to sign a professional services agreement to prepare a specific environmental document for Santa Clara County.

B. Consultant Selection for Initial Studies.

The procedure for consultant selection described above (A.1.) for minor EIRs shall be followed.

C. Consultant Selection for Other Environmental Documents

These are normally documents produced in response to public comment, decision-maker directive, or court action. Examples of such documents might be a Subsequent EIR, a Supplement to an EIR or an addendum to an EIR. The consultant selected would usually be the same responsible for the prior documents. Where, with the approval of the Planning Manager, it is determined that this approach is not appropriate, another method may be used. This method may be one of those described above or, in the case of specialized knowledge, the consultant may be selected by staff from a list of known specialists based on a submission of qualifications.

D. Application to Public Projects

The County may select environmental consultants for public projects as determined through this process or otherwise according to the "Board Policies on Bidding or Contracting." In either case, contract approval shall be as specified in the "Board Policies on Bidding or Contracting."

III. Financial Aspects of Environmental Process

A. Environmental Management fee

Upon filing to prepare an environmental document, the applicant will be charged the appropriate minimum fee. A detailed project description must be submitted with the application.

Total maximum environmental management charges by the County will equal [a] the minimum EIR or Initial Study fee or [b] 15% of the consultant charges, whichever is larger.

B. Project Environmental Fund [PEF]

Upon selection to prepare an environmental document, the consultant will submit a written work program (see below). Cost estimates will be required for different stages in the environmental evaluation process:

- Prior to commencing work on the Initial Study or Draft EIR, an estimate of the cost of preparation, printing, making copies, and attending meetings associated with the subject document will be provided to the County.

- Upon receipt of all comments on the DEIR or IS, the consultant will submit an estimate of the cost to complete, print and copy the final document and attend any associated meetings.
- The need for additional documents (such as a Supplement to an EIR) or significant unexpected research will require the submission of other estimates by the consultant.

Upon agreement to the consultant, the applicant will deposit into the Project Environmental Fund (PEF) when requested by the County an amount equal to these estimates plus 26.5% to cover County fees and unexpected contingencies (15% management fee, 10% contingency fee, and 1.5% management fee for the contingency fees portion). Expenditures from this fund will be made by County staff.

C. Payment of Consultant

The consultant will be paid 25% of the estimated amount upon deposit of the funds in the PEF. An additional 50% will be paid upon submission of the first adequate draft of the entire document. Payments based on partial submissions will only be allowed under special circumstances. (Such special circumstances might include delays introduced into the schedule by the County or the project proponent, and not the fault of the consultant, which would carry costs for subconsultants or in-house labor beyond 90 days.) Final 25% payment of the balance of the estimated cost will be made upon completion of the stipulated milestone (eg; Circulation of the DEIR, certification of the FEIR, approval of the Negative Declaration or action on the subject project).

Payments will be made on a "flat fee" basis, with progress payments made with the approval of the Planning Manager or designee as described above.

D. Adherence to Scope of Work, and Budget

Any proposed additional work beyond the approved scope of work must first be approved by the Planning Office. Additional work may be funded through contingency fees or may require additional funding from the applicant. Unauthorized work beyond the approved scope of work and budget is not warranted for compensation.

E. Status Report

When requested by staff, the consultant will periodically submit a brief, one-page status report listing the tasks accomplished and amount of resources expended. This is not a detailed audit report, it is a means of communication to keep all parties on the same track.

F. Disposition of Remaining Funds upon Certification or Approval of Environmental Document

Any remaining funds in the PEF will be returned to the applicant 30 days after a decision has been made on the project and both consultant costs to date and County fees have been paid. The PEF may be left open and funds retained if the project decision is appealed and challenges to the environmental document indicate that additional staff time may be required relative to the environmental aspects of the project.

IV. Documents Provided to Consultant

Upon selection, the consultant shall be provided with copies of the following:

- ☐ Environmental Information form
- ☐ Project description
- ☐ Project Plans (site, landscape, elevations, drainage/grading)
- ☐ Any additional project information provided by applicant
- ☐ Initial Study checklist (paper or electronic)
- ☐ Standard Requirements list
- ☐ Current "*Procedures for Consultants to Prepare Environmental Documents for Private Projects in Santa Clara County*"
- ☐ "*Insurance Requirements for Environmental Services*"- Exhibit B 2(A,B,C,D) as appropriate. If consultant selected has a master contract, there is no need to send copy of insurance requirements. Select firms have insurance requirements contained within their master contracts.

V. Work Program

The consultant's Work Program will be evaluated for: (1) evidence of the technical and creative competence of the consultant (with special emphasis on the proposed project manager), (2) the firm's willingness and ability to work closely with County staff, and (3) clarity of understanding of the environmental factors effecting the project.

The consultant must have (1) adequate resources or have the ability to obtain resources required for performance under the contract and (2) a satisfactory record of performance as a consultant on other EIRs.

The Work Program should include the following:

A. Cost Estimate and Schedule

The document must include a **cost estimate** as described in III.B. above. A section should be included detailing the scheduling of the various work items described in the work program.

Indicate in weeks when work will begin on the document and when completed. Indicate the proposed time periods for County review of drafts. Include meeting with the Department for discussion of suggested changes to the drafts. Assume that at least two (2) iterations of the Administrative Draft will be required.

B. Staffing

The lead personnel and any other personnel to be actually employed in the study are to be named. A project manager for the proposal must be designated. Describe the specific effort to be contributed by each of the key personnel, including an estimate of the percent of time, as well as the total number of hours.

An hourly pay rate schedule shall be attached. In most cases, work effort shall be provided by qualified persons in a class which has the lowest rate of payment among classes qualified to provide the service.

Identify the person(s) who will attend public hearings on the document. Include a brief resume of each person working on the project. A list of subcontractors who will be hired, their specific responsibilities, qualifications, tasks, schedule, hours, etc. must be included in the proposal. Potential subcontractors shall be compared to a list of firms under contract by the applicant to avoid any appearance of a conflict of interest.

C. Specific Environmental Documents

1. Initial Study - Initial Study Work Programs need only contain the completed initial study checklist provided by the County and indicate in less than one page the areas which will be analyzed in detail by the consultant. Potential responsible agencies to be consulted during the preparation of the environmental document shall be listed.

2. Environmental Impact Report - The Work Program should describe an overall approach to the document, specific techniques to be used, and specific expertise which would be employed. It should include a discussion of data needs and sources, analytical methodologies to be used in conducting the research and expected research products. The work program shall clearly indicate that the consultant will cover all matters required under CEQA and specified in the County's **Scope of Work**. The Scope of Work shall be incorporated by reference. The Consultant should indicate tentative conclusions in regard to priority of issues. Potential responsible agencies to be consulted during the preparation of the environmental document shall be listed.

3. Other Environmental Document - The Work Program should describe the purpose of the document and describe the approach which will enable the consultant to achieve that purpose.

D. *Other Documents*

All work programs shall (1) incorporate by reference the current "*Procedures for Consultants to Prepare Environmental Documents for Private Projects in Santa Clara County*" and (2) have attached a completed Insurance Certificate meeting the requirements of Exhibit B 2(A, B, C, D) as appropriate (see IV above).

E. *Submittal of Work Program*

Three copies of the completed work program must be received and approved by the County of Santa Clara Department of Planning and Development prior to signing any contract. Note requirements regarding "*Conflict of Interest*" described in VI.C.

VI. *Contract Administration*

A. *Applicant / Proponent Agreement to Selected Consultant*

The County project planner will inform the applicant / project proponent of the consultant selection and will provide them with the proposed work program. If the applicant agrees to the selection, the required funds will be submitted to the County and a contract (may be a professional service agreement or project agreement) with the consultant will be prepared for approval by the County. If the applicant does not agree on the selected consultant, a second consultant may be considered based on either rotation or ranking. If Planning staff and the applicant do not agree on a consultant, the applicant may appeal the selection to the department director.

B. *Approval of Contract*

The Planning Manager or designee shall approve the contract for the County

C. *Conflict of Interest*

Prior to entering into a contract with the County to prepare a specific environmental document and during the life of that contract, the consultant must affirm that it is not in a contractual relationship with the project proponent (including a subsidiary, parent or related company, spouse or dependent children) nor does it have a financial interest (as defined in the Political Reform Act, Government Code §81000 et seq.) in the proposed project or any other property or development of interest to the proponent. The applicant shall provide to the County and consultant prior to the completion of the Work Program a list of any specialists or firms that are currently or prospectively under contract or that have received income of \$250 or more from the applicant in the past twelve months. Normally, firms or individuals on this list will not be selected as subconsultants.

D. *Consultant / Project Proponent Communication*

Communication between the proponent and the consultant are allowed under the following conditions:

- The communication involves (a) verification of material received by the consultant or (b) inquiry by the consultant concerning details of the project proposal or (c) subjects that are minor or incidental in nature.
- County staff (a) is present during or (b) provides prior approval for any discussions which go beyond the above.
- Consultant maintains a record of proponent contacts to inform County staff of the subject of any discussions. These should be included in the consultant's status report.

E. Admin. Draft Document's EIRs and Public Review

All administrative draft documents submitted from the consultant to County staff shall be considered internal working documents and are not subject to public review. Any admin. draft documents shown to the project proponent, however, shall be available for public review, if requested. It shall be the discretion of County staff to determine when to show sections (mitigation measures) or the entire text of admin. draft documents to the project proponent.

F. Use of Prior/Ongoing Environmental studies

The selected consultant may make use of prior studies of environmental factors prepared by consultants not on the staff of or under the direction of the County's consultant and contracted for before the approval of the County's consultant contract. The consultant may also utilize information obtained from ongoing studies regarding factual environmental information related to the subject property and its surroundings, even though the authors are not on the staff of or under the direction of the County's consultant. In either case, the County's consultant must independently (1) verify the professional competence and integrity of the study author(s), (2) agree with the study methodology, and (3) determine environmental conclusions drawn from these studies.

G. Replacement of Selected Consultants

All contracts shall include language that will allow the County to terminate the agreement for cause if the contractor fails to perform on the basis of the terms, conditions and performance standards that are incorporated in the agreement. The former consultant will be paid for work completed, but for no more than the prior cost estimates approved by the County. The firm removed would be replaced by the Planning Office with another firm on either a rotational basis or by the next highly ranked firm. The method selected will depend on the original selection procedure. If a contract agreement cannot be reached, the process will be repeated with another firm until an agreement is negotiated.

H. Abandonment of Project

The project may be considered abandoned if the applicant (a) refuses to cooperate in the completion of the necessary environmental documentation in a timely fashion, (b) refuses to deposit funds necessary to continue or complete the CEQA process, and/or (c) interferes with or attempts to unduly influence County or consultant staff. A decision by the Planning Manager that the project is abandoned may be appealed to the Board of Supervisors. When the project is abandoned, remaining funds in the PEF will be returned to the applicant after consultant costs to date and County fees have been paid.

I. EIR File Maintenance Fee

This fee may be charged to the applicant one year after filing for the preparation of the EIR and six (6) months after each subsequent EIR draft submittal or maintenance fee payment where a good faith submittal of a draft document has not occurred. Failure to pay the fee will result in abandonment of the project and the payment of all current fees charged should the applicant wish to reinitiate the project. Staff may waive this fee under unusual circumstances or where the delay is not the fault of the project applicant or the EIR consultant.

J. Electronic Version

An electronic version of all most recent drafts of key documents prepared under the contract must be submitted to the County in readable electronic format prior to final payment of the consultant at each stage of the environmental evaluation process (III. B).

K. Limitations

All reports and pertinent data or materials shall become the property of Santa Clara County. The consultant should expect to have access only to the public records and files of local government agencies in preparing the proposal or reports. No additional compilation or analysis should be expected unless volunteered by a responsible official of these agencies.

L. Confidential Communications

All communications between the County and the consultant regarding preparation of environmental documents, including applicable legal requirements, are confidential. The consultant shall not disclose these communications to any other person or entity, including the applicant. Communications may be disclosed to subconsultants only if necessary for the performance of their duties.

VII. Environmental Impact Report (EIR)

A. Project Description

The consultant shall first prepare a project description based on the submittal by the applicant, and information provided by planning staff from the project's file prior to preparation of the Administrative Draft. This description shall be reviewed by County staff and the applicant (in conformance with section V.E) above to confirm its accuracy.

B. Notice of Preparation (NOP) and Scoping Meeting

Staff shall prepare and publish a Notice of Preparation (NOP) after receipt of the EIR funds from the applicant. County staff may or may not request assistance from the consultant in preparing the NOP per the scope of work. Normally a scoping meeting will be held by County staff following publication of the NOP. The consultant will normally be required to attend this meeting, which should be included within the scope of work. The notice includes information about a EIR scoping meeting, held within the NOP public review period.

C. Administrative Draft

1. Project Description

2. Additional Studies

During the course of preparing the EIR, additional studies may be required to determine the existence and extent of a particular environmental impact. The Administrative Draft EIR shall not be submitted to County Planning until the studies are complete and the conclusions and recommendations are integrated into the DEIR.

3. Administrative Draft Review

Staff shall review the Consultant's Administrative Draft (ADEIR) for adequacy and advise the consultant of needed changes. A minimum of seven copies + an electronic copy of the Administrative Draft will be required (certain projects may require more). The Draft EIR will not be published until an adequate ADEIR is obtained. It is the intent of the Department of Planning and Development to exercise its own judgment as to the adequacy of the Draft EIR. Once the county determines the DEIR is adequate, it is considered the County's document and reflective of the County's independent judgment.

4. Project Changes

Staff and the consultant shall review the ADEIR to determine whether any changes in the proposed project could be made which would mitigate the significant impacts of the project. Such findings shall be discussed with the applicant.

The applicant may decline to make changes, and the DEIR will be written according to the original description of the project. However, those project changes may be incorporated into alternatives or mitigations "not proposed by the project proponent".

D. EIR Format

The overall organization of the document, in accordance with the CEQA guidelines, should be as follows:

1. Title Page

The title page *shall not include the name of the consultant*. It shall include the document type (e.g.; DEIR or FEIR or Addendum, etc.), project title, County File #, the SCH# if available, the date, and "Santa Clara County Planning Office".

2. Summary

The summary chapter should include the following: (1) Areas of controversy, if any, as raised by either agencies or the public. (2) Significant impacts which cannot be completely mitigated, if any. (3) Potentially significant impacts which can be reduced to a less than significant level. (4) Impacts found not to be significant. (5) Concise description of alternatives evaluated (including their potential environmental impact), with reasons for rejection indicated.

Note: All impacts and mitigations discussed in the text must appear in the summary. They can be stated in a more concise manner. The impacts and mitigations must each be placed in one of three categories relating to the significance of the impact and the expected success of mitigation. These impact categories are:

- *cannot be mitigated to a less than significant level;*
- *significant, but can be mitigated to a less than significant level;*
- *not considered significant*

The summary chapter should be formatted so that the potential impacts appear in a column on the left side of the page and their respective mitigation measures appear on the right side. Mitigations must be capable of monitoring through an approved monitoring program. The mitigations shall contain page numbers directing readers to that portion of the text containing a more in-depth discussion of the individual mitigation measures. Where the project proponent does not agree with a proposed mitigation measure, that shall be indicated at the end of that mitigation measure description by the statement: NOT PROPOSED BY PROJECT PROPONENT.

3. Table Of Contents

4. Introduction

Describe the nature, purpose and function of the project EIR. Describe the County's project review process. Identify intended uses of the EIR and agencies and approvals which will utilize the document (uses of the EIR).

5. Description Of Proposed Project

This chapter should provide a general description of the proposed project characteristics, including maps of the site and preliminary development plans. The project description should also include a statement of the objectives sought by the project and the types of activities that will be undertaken, if appropriate.

6. Plan Consistency

Discuss any inconsistencies between the proposed project and the County General Plan, Zoning Ordinance, and other relevant land use plans, including any applicable city plans, and regional plans. Significant inconsistencies with County standards and ordinances should also be discussed at this point.

7. Description Of Environmental Setting

This chapter should focus on an overall description of the physical environment in the area where development is projected as the environment exists at the time the Notice of Preparation for the EIR is prepared.

8. Potentially Significant Environmental Impacts Of The Proposed Project And Mitigation Measures

This chapter should contain a series of sub-chapters evaluating each of the main areas of potential impact (i.e. Transportation, Geology, Land Use, etc.). Within each of these sub-chapters, (a) the current environment should be described, (b) potential thresholds of significance proposed, (c) the potential impacts should be identified along with an assessment of the significance of these impacts, and (d) mitigation measures which might reduce the identified adverse impacts should be discussed along with an assessment of how effective the measures would be in mitigating the impacts. Some of the impacts evaluated may still be considered significant after all possible mitigation measures have been discussed, and must be clearly described as such.

Try to avoid proposing mitigation measures which will have their own impacts. Where it is necessary to include mitigation measures with associated impacts, be sure to address those secondary impacts. Again, the discussion should distinguish between mitigation measures proposed by the proponent and other measures which could reasonably be expected to reduce adverse impacts

Make mitigation measures as specific and tangible as possible, spelling out the who, what, when, why, and how of mitigation. Mitigation measures will vary in specificity depending on the type of project (e.g., site-specific project vs. new general plan element). Nevertheless, attempt to orient mitigation measures

toward specific "changes in the project" that can be effectively monitored during project implementation.

9. Impacts Found Not To Be Significant And Mitigation Measures

This information can be combined with the previous chapter or can be put in a separate chapter. In either case, the chapter or sub-chapter should discuss potential impacts found not to be significant. In some cases, mitigation measures may be suggested, and in others, mitigations may not be necessary. [For example, if it appears that there are no archaeological impacts, but artifacts have been found on adjacent properties, the EIR may suggest that either an archaeologist be present during excavations or that specific actions be followed in the event that artifacts are encountered.]

10. Alternatives To Proposed Project

Discussion should include at least three (3) alternatives, examples of which are given below:

- No project (required by CEQA).
- Reduced project scale.
- Alternative locations for the project
- Environmental superior project design(s) required by CEQA.

The potential environmental impacts of each alternative proposed must be discussed, although the discussion need not be as detailed as the discussion of the proposed project's impacts. The basis for rejection of the alternatives must be clearly stated in each case. Any environmentally superior project designs or approaches proposed by either the County or the consultant that the project proponent has refused to incorporate into his or her project must be discussed as alternatives. If the public has proposed any alternatives, the consultant should discuss with the County whether to include these in the EIR analysis.

As stated in CEQA, "Describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." CEQA Guidelines §15126.6 (a).

11. Any Significant Irreversible Environmental Changes Which Would Be Involved In The Proposed Action Should It Be Implemented

Be sure to include in the discussion any remaining adverse significant impacts (after mitigation) as disclosed in #7 above.

12. Growth Inducing Impacts Of The Proposed Project

Discuss how the project might foster economic or population growth in the surrounding area. Discuss any project characteristics which may encourage or facilitate other activities that could significantly effect the environment.

13. Cumulative Impacts

Significant cumulative impacts associated with all approved and reasonably anticipated future projects in the general project area should be included in this section. If appropriate, projects in adjacent jurisdictions which would contribute to the cumulative impact should be included as well.

14. Documentation

All organizations and persons consulted in preparation of the EIR should be identified. All technical, statistical and factual information taken from outside references will be noted, and the reference cited in the EIR. Each EIR will contain a statement as to who prepared the various parts of the EIR. The County Department of Planning and Development will be listed as author and the project coordinator shall be named.

15. Appendices

Include detailed technical reports whose conclusions have been summarized in the EIR. Also include a copy of the Notice of Preparation and any comments received on that document. If the EIR contains numerous technical terms or acronyms, it may be appropriate to include an appendix defining such terms.

If requested by Planning staff, the Draft EIR may contain a draft of the proposed monitoring program to [a] make certain mitigation measures can be monitored and [b] facilitate later preparation of the required Monitoring Program for approval of the decision-maker.

E. Following County Approval of DEIR for Public Circulation

1. Printing

It is mandatory that all Draft EIRs be printed on both sides of the page. Bulky, cumbersome reports are to be avoided. Normally a minimum of 75 copies shall be submitted unless otherwise requested by County staff. Some projects may require more or less copies because of special circumstances and based on judgement of staff.

2. Draft Circulation

Upon completion of the Draft EIR, it shall be circulated with a request for comments. During the comment period, the County may hold a public hearing on the Draft EIR by the Planning Commission to accept oral comments on the DEIR.

3. Public Hearing

A public hearing by the Planning Commission shall usually be held (optional, as decided by County) within in the DEIR review period. If requested by County staff, the consultant should [a] attend the meeting, and take notes on the public comments.

F. Final EIR Preparation

Upon completion of the comment period, the consultant shall prepare an estimate of the cost to prepare the Final EIR. The applicant shall then deposit the required additional funds in the Project Environmental Fund. The consultant may then prepare the Final EIR. Final EIRs shall be done in the form of an amendment to the Draft EIR containing:

1. Introduction and DEIR Summary

Describe the purpose of the FEIR and included the DEIR summary as modified based on the comments, with deletions struck through and additions underlined.

2. Commentors

Provide a list of all commentors who submitted written comments or made oral comments at any public hearing(s) [if any].

3. Comments and Responses

State the written and any oral comments regarding the environmental impacts of the project. Comments unrelated to the environmental impacts or EIR analysis need not be stated. Comments may be summarized. Follow the comments with complete responses to the environmental points raised.

The Consultant shall prepare draft responses to significant environmental points raised in the comments received. In particular, when recommendations and objections raised in comments are at variance with conclusions of the Draft EIR, the consultant shall address in detail those comments and shall [a] indicate where the EIR has been changed to reflect these comments or [b] give reasons why specific comments and suggestions were not accepted.

[Comments will be treated with respect and politeness. "Comment noted" should be used with rarity, if at all, as a response. Because a comment is outside the purview of CEQA does not mean it should be dismissed out of hand. Comments that are conscientiously written, even if they do not require a response under CEQA, should be acknowledged in a respectful manner.]

In the case of EIRs with a significant number of comments, the consultant may summarize certain common issues in the form of generic comments and responses. Responses to specific comments could then reference the generic response.

4. Text Changes

List EIR text changes with deletions struck through and additions underlined.

5. Copies of comments

Include a copy of each written letter and notes or a transcript of public hearing comments on the DEIR. Sufficient copies of the FEIR shall be printed for all commentors, responsible agencies, decisionmakers, involved staff and County files.

Acceptance of EIR - The County retains the right to reject any EIR prepared by a consultant which fails to meet the requirements as set forth in these Procedures or the State of California Environmental Quality Act Guidelines.

VIII. Initial Study Procedures

A. Initial Review

1. Understand the Project

Concentrate on the project description and potential impacts. Review the information discussed in the Environmental Information Form. Look for possible red flags regarding environmental impact. Ask questions of the proponent if there are aspects of the project you do not understand. It is crucial to the evaluation of the project's environmental impacts that the intensity and land changes associated with the project be understood. Check comments from other agencies which might alert you to potential impacts, and comments from affected cities. The master file will include preliminary project conditions from the various County agencies, which may alert you to potential environmental problems. The master file will also include any comments received regarding the project.

[For private projects, the Initial Study normally begins with the determination that the application is complete. Where the initial study is being prepared by a private consultant and the file has not yet been declared complete, some information may need to be obtained directly by the consultant from the applicant or the appropriate County departments / agencies.]

2. Visit the Project Site

This should occur after a review of the [a] file and [b] Initial Study form [the environmental checklist and the listed sources - especially the environmental resource maps] to see if there are any potential problems to look for during the site visit. Take photos of the site. Check the visibility of proposed development from the Santa Clara valley floor, surrounding properties, urban areas and public roads. Look for environmental factors that might indicate potential for impact, such as signs of erosion or riparian areas. Note neighboring land uses and check for any aspects of the project or of the surrounding land uses that might cause or be subject to an adverse environmental impact. If the project is an on-going operation that is relocating, visit their present site as well.

B. Complete the Initial Study Environmental Checklist

Use the Initial Study checklist form or an electronic version provided by Santa Clara County.

1. Review Checklist

Go through the checklist once, making notes or checking "no impact" as you can based on the knowledge you have of the project and the location. Go through the

checklist again, referring to the more general sources listed at the end of the form, to eliminate those environmental factors which are clearly not affected by the subject project and checking "no impact". If the general sources indicate there might be potential environmental impacts, refer to the more specific sources listed on the form as well as experts within County staff, other government agencies or elsewhere. Below are listed some of the more important sources and ways to use them.

2. Primary Sources

Most of these sources should be found on GIS and the environmental resource cabinet located opposite side of hallway from Conference Room B in the Planning Office. The numbers listed under "sources" indicate the key to the particular source on the Initial Study Environmental Checklist. Other sources may provide comparable information. **A private consultant may have access to such sources by checking with Planning staff.** In cases where such alternative sources are used to determine the environmental impact of the project, they must be cited at the appropriate place in individual Initial Study resource discussions. "Persons consulted" should be listed at the end of the discussion under that title.

- Check the *Standard Requirements List* [this needs to be updated to reflect the new IS format] for ordinances, regulations, General Plan policies and "guidelines" which are required as part of projects developed in this County. These need to be recognized as part of project design and incorporated into project conditions. They should not be seen as optional environmental mitigations, which *may be* imposed as project conditions. In other words, except for the "guidelines" and special circumstances, their incorporation into project design and permit conditions is mandatory.
- The GIS can be used as a general overview of the environmental constraints present in the area. *It should not be used exclusively.* Other sources such as Google Earth and Maps Live are available on the internet for aerial photos. Consult with other staff for help in interpreting the mapped data.
- The Soils overlay air photos (in the map drawer in the GIS area) are extremely helpful in conjunction with the soils books for Santa Clara County and Eastern Santa Clara County [20 & 21] in clarifying the possibility of geologic or septic problems associated with the particular soils found on the subject property. These are 1000 scale overlays with property lines and identified streets. -The GIS presently contains soil data for all areas except for a portion of the western County area. Consulting with paper soil maps are necessary if data is not available in GIS.

- Check the **Trails map** (GIS layer) to see if a proposed or existing park or trail is shown near or on the subject property. Where a trail or park corridor is shown in the project vicinity, Parks Department staff, who receive all referrals, should be specifically asked if they will require a trail easement as a project condition/mitigation.
- Maps showing the **ALUC safety and noise zones** surrounding Santa Clara County airports (GIS layer, and paper map) are found in the *ALUC Land Use Plan* and should be referred to for potential environmental impacts in these areas. Consult with the ALUC staff person if there appears to be an impact.
- Check the **Fish and Game Natural Diversity Database Map, and Habitat Conservation Plan Modeling Data** in the GIS for possible endangered or threatened species on the site.
- Other useful GIS layers include, but are not limited to: Visibility layer, average slope, flood zone, farmland, serpentine soils, geologic hazards. Check with staff for access.
- If it appears that the project will have a significant impact on a natural resource for which a state or federal agency is the **trustee or permit authority**, it may be appropriate to contact the appropriate agency. For example, if a creek with a viable riparian habitat or fishery resource may be impacted by the project, it may be helpful to contact the local Fish and Game office. If it appears to be a significant impact on a wetland, the Army Corps of Engineers can be contacted as a resource.
- If you have any questions about a specific topic, call any of the public agency experts. Check with other staff for suggested contacts in various areas. Keep a memo to yourself for the file noting the name of each contact, date contacted, and pertinent comments. The person should be cited at the end of the Initial Study under 'Persons contacted'.

C. Write the Initial Study

1. Title Page

The title page *shall not include the name of the consultant*. It shall include the document type, project title, County File #, the SCH# if available, the date, and "Santa Clara County Planning Office".

2. Format and Analysis

The following contents are required for the format and analysis:

1. Environmental Setting.
2. Project Characteristics and Impacts
3. Determinations

4. Mitigations
5. Findings

3. Discussion of answers

The "Discussion of Environmental Evaluation" must incorporate discussion of all yes answers and any no answers that are potentially controversial or require clarification. Describe any potential impacts and discuss possible mitigations. Consult the County's Standard Mitigation List for mitigations that by policy, resolution, ordinance or law must be carried out in Santa Clara County when certain impacts occur. The discussion should be divided by headings coinciding with those found on the IS form [e.g., Land use/General Plan, Geologic, Resources/Parks, etc.].

4. Make Conclusion

Make sure that a conclusion is drawn regarding the environmental impact and mitigation of adverse impacts relating to each environmental factor discussed. That conclusion should be supported by substantial evidence cited in the discussion. (e.g.; Will there be a significant impact on traffic, water quality, etc. and can it be mitigated to a less than significant level?) Conclusions must be made in light of the whole record and be based on facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts. Do not forget to consider impacts which may be individually less than significant, but which cumulatively may have a significant effect. Sources used during the initial study that are not listed on the last page of the Initial Study form must be cited in the "Discussion of Environmental Evaluation".

5. EIR Requirement

If it becomes apparent that the project will require an EIR, pertinent language should be included at the end of each section of the "Discussion of Environmental Evaluation" where there is a potential significant adverse impact. This language should identify the specific impact that must be evaluated in the recommended EIR. This discussion will later serve as the basis for developing a Scope of Work for the EIR.

D. Review of Administrative Draft

Staff shall review the Consultant's Administrative Draft Initial Study for adequacy and advise the consultant of needed changes. Five copies of the Administrative Draft + electronic copy may be required (certain projects may require more). The Initial Study will not be accepted until an adequate draft is obtained. Once the County determines the Initial Study is adequate, it is considered the County's document and reflective of the County's independent judgement.

Staff and the consultant shall review the Draft Initial Study to determine whether any changes in the proposed project could be made which would mitigate the significant impacts of the project. Such findings shall be discussed with the applicant.

If staff determines that an EIR would be the more appropriate document for the project as proposed, the applicant would be so informed at as early a stage as feasible. Staff work on the environmental evaluation would then await submission of the appropriate EIR fees. Depending on the circumstances and the requirements of the County's Environmental Procedures, the same or another consultant would be contracted by the County to complete the EIR. To the extent feasible, work already completed on the Initial Study would be incorporated into the EIR.

E. Following County Approval and Public Circulation of Mitigated Negative Declaration (MND) or Negative Declaration (ND)

1. Printing

It is mandatory that all CEQA Documents be printed on both sides of the page. Bulky, cumbersome reports are to be avoided. A minimum of 50 copies shall be submitted. Some projects may require additional copies because of special circumstances. Sufficient copies of the IS, and MND or ND shall be printed for all reviewing agencies, interested parties, decisionmakers, involved staff and County files.

2. Draft Circulation

Upon completion of the IS, the Mitigated Negative Declaration or Negative Declaration shall be circulated with a request for comments. The comment period should be for the number of days provided by state law, with if possible at least 5 working days remaining before scheduled public hearings to prepare comment responses and to allow for late comments from responsible agencies.

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage is caused by the negligence, recklessness or willful misconduct of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which the Consultant is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B3-A (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

EXHIBIT B3-A (revised)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B3-A (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Exhibit C

County of Santa Clara – Project Agreement Environmental Consultants

SECTION A: GENERAL INFORMATION			Contract No:		File No.:	
Department No.:	260	Dept. Name:	Planning and Development		Date Prepared:	
Master Contract No.:		Project Name:				
Description of Scope of Services:						
Not to Exceed:						
Term of Agreement		Start Date:	End Date:			
SECTION B: CONTRACTOR BILLING INFORMATION						
Vendor Number:			Mail invoice to: County of Santa Clara			
Contractor Name:			Agency/Dept. Name: Department of Planning and Development			
Name of Contact:			Program Manager:			
Address:			Address: 70 West Hedding Street			
Address:			Address: East Wing, 7th Floor			
City/State/Zip:			City/State/Zip: San Jose, CA 95110			
Taxpayer ID#:			Telephone Number:			
SECTION C: CONTRACT SPECIFICS						
COMPREHENSIVE SCOPE OF SERVICE AND DEFINED PERFORMANCE STANDARDS						
What is the desired outcome of this contract?						
or <input type="checkbox"/> See Attachment						
What are the milestones (dates for completion of key aspects of the contract)?						
or <input type="checkbox"/> See Attachment						
Any deliverables (tangible items such as written reports, drawings or systems documentation)?						
or <input type="checkbox"/> See Attachment						
Please provide a detailed description of the scope of service.						
or <input type="checkbox"/> See Attachment						
Please provide a detailed description of the performance standards. This section should describe how you will monitor the contract, the expectations of the vendor, and how you will know if the vendor is performing the work described above.						
or <input type="checkbox"/> See Attachment						
CONTRACT AND/OR COUNTY EMPLOYMENT HISTORY						
<p>This Project Agreement is executed pursuant to the Professional Services Agreement (PSA) between the County of Santa Clara and Environmental Science Associates for Professional Environmental Services (M15P044) effective August 11, 2015 through June 30, 2020 and is subject to all the terms and conditions of the PSA.</p>						

PAYMENT SCHEDULE AND SOURCE OF FUNDING – State the total value of the contract, hourly rate by individual or job title, other charges, and the payment schedule (such as milestones/deliverables, lump sum, or monthly).

Within 30 days of receipt of an invoice at the following milestones:

- a) 25% of base contract () upon execution of this contract;
- b) 50% of base contract () upon submittal of the first adequate draft report acceptable to the County;
- c) 25% of base contract () upon submittal of a final report acceptable to the County.

The payment of special reports or additional tasks shall be based strictly on additional services provided or other costs incurred in connection with the preparation of the environmental report, provided such services or costs have been pre-authorized by the Planning Manager or her/his assignee and are limited to the maximum amount of the contingency. Payment will be made within 30 days of receipt of an invoice based on the pre-authorized amount.

or ☐ See Attachment

SECTION D: LEGAL LANGUAGE

This Project Agreement is subject to all of the terms and conditions of the PSA.

REQUIRED EXHIBITS --Standard insurance and indemnification language must be attached to this service agreement package.

See PSA Exhibit B3-A Insurance Requirements for Architects, Landscape Architects, Engineers & Survey Services Contracts

SECTION E: CONTRACT AUTHORIZATION

PSA (M15P044)

Planning Manager Signature:		Date:	
Project Manager Signature:		Date:	
Contractor Signature:		Date:	
Fiscal Officer Signature:		Date:	
		Contract Number:	

NOT A VALID CONTRACT UNTIL SIGNED BY BOTH CONTRACTOR AND PLANNING MANAGER

Attachments:

Exhibit B3-A Insurance Requirements for Architects, Landscape Architects, Engineers & Survey Services Contracts

[Contractors may be required to file a Form 700 pursuant to the Political Reform Act.]

**Project Agreement #
CHANGE ORDER #
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:		Mail Invoice to:	County of Santa Clara
Contractor Name:		Agency/Dept. Name:	Department of Planning and Development
Name of Contact:		Project Manager:	
Address:		Address:	70 West Hedding Street
Address:		Address:	East Wing, 7th Floor
City/State/Zip:		City/State/Zip:	San Jose, CA 95110
Telephone Number:		Telephone Number:	
Taxpayer ID #:			

CONTRACT CHANGE ORDER

Explain the reason for the time extension or increase/decrease in funding. Include any supporting documentation such as a revised scope of service. A new Project Agreement may be necessary if the vendor's scope of service is significantly modified or expanded.

Date:		Requestor:		Phone Number:	
<input type="checkbox"/> Old expiration date. Contract <i>was</i> set to terminate on _____					
<input type="checkbox"/> New expiration date. Contract will <i>now</i> terminate on _____					
<input type="checkbox"/> Change in scope of service: _____					

Reason for change:

or ☐ See Attachment

Original		New Amount		Change Amount	
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CONTRACT AND/OR COUNTY EMPLOYMENT HISTORY

This Project Agreement is executed pursuant to the Professional Services Agreement (PSA) between the County of Santa Clara and Environmental Science Associates for Professional Environmental Services (M15P044) effective August 11, 2015 through June 30, 2020 and is subject to all the terms and conditions of the PSA.

County and Contractor agree to a Change Order as set forth in this section.			
Planning Manager Signature:		Date:	
Project Manager Signature		Date:	
Contractor Signature:		Date:	
Fiscal Officer Signature:		Date:	
OBA approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	
NOT A VALID CONTRACT UNTIL SIGNED BY BOTH CONTRACTOR AND PLANNING MANAGER			

Exhibit D



5. Cost Summary and Billing Rates

Billing Rates

ESA's category billing rates are shown below in Table 5.1; the corresponding individual billing rates for proposed project team members are shown in Table 5.2.

Table 5.1: ESA Category Burdened Labor Billing Rates

Employee Category	Hourly Billing Rate
Senior Director III	\$255
Senior Director II	\$240
Senior Director I	\$225
Director III	\$215
Director II	\$205
Director I	\$190
Managing Associate III	\$185
Managing Associate II	\$170
Managing Associate I	\$155
Senior Associate III	\$150
Senior Associate II	\$140
Senior Associate I	\$130
Associate III	\$120
Associate II	\$110
Associate I	\$95
Project Technician III	\$110
Project Technician II	\$90
Project Technician I	\$75



Table 5.2: Individual ESA Labor Billing Rates

Project Team Member	Hourly Billing Rate
Crescentia Brown, Director III	\$205
Janna Scott, JD, Director II	\$205
Rebecca Allen, Director II	\$205
Alisa Moore, Director II	\$205
Brian Pittman, Director II	\$205
Chris Rogers, Director II	\$205
Tim Rimpo, Director II	\$205
Jeremy Lowe, Director II	\$205
Peter Hudson, PG, CEG, Director I	\$190
Brad Brewster, Director I	\$190
Paul Mitchell, Managing Associate III	\$185
Jack Hutchison, PE, Managing Associate III	\$185
Jonathan Carey, Managing Associate II	\$170
Chris Sanchez, REA, Managing Associate II	\$170
Heidi Koenig, RPA, Managing Associate I	\$155
Matt Morales, Managing Associate I	\$155
Meryka Dirks, Senior Associate II	\$140
Luke Armbruster, Associate I	\$95

Cost Summary

Table 5.3 illustrates the approximate percentage of time for a typical EIR, by staff level as well as ESA's current billing rates and our Time and Materials Compensation Schedule, which includes typical direct costs.

Table 5.3: Approximate Percentage of Time for EIR Preparation (by Staff Level)						
Project Title	Project Director	Project Manager	Technical Investigators			
ESA Labor Category	Manager/Director	Manager/Project Manager	St. Assoc. I/II/III	Assoc. I/II/III	Admin. Asst.	WPA/Clerical/Graphics
Category Rates	\$205	\$170 / \$185 / \$205	\$130 / \$140 / \$150	\$95 / \$110 / \$120	\$90	\$75
Project Management	2%	8%			1%	
CEQA Technical Sections	2%	7%	30%	30%		
Other CEQA Sections		2%				
Prepare Draft EIR	1%	4%				3%
Prepare Mitigation Monitoring Plan		1%				
Prepare Final EIR	2%	5%				2%
Subtotals	7%	27%	30%	30%	1%	5%
Total	100%					

For a moderate level of effort EIR, the typical other direct costs are as follows:

- Travel – \$50 per trip to Santa Clara County from San Francisco
- Communications – \$500 for postage and delivery services
- Report Production – \$5,000 assuming a 100 page document and 10J copies are required
- Other Costs – \$500
- From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

Exhibit E

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Environmental Science Associates		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 6 City, state, and ZIP code 550 Kearny Street, Suite 800 San Francisco, CA 94108	7 List account number(s) here (optional) San Francisco, CA 94108	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
9	4		-	1	6	9	8	3 5 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **5/18/2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Exhibit F

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Valerie Porter-Browne PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS: vporter-browne@wsandco.com
INSURED ENVISCI-01 Environmental Science Associates 550 Kearny Street, Ste 800 San Francisco CA 94108	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22322 37885

COVERAGES **CERTIFICATE NUMBER: 757251840** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: No Deductible	Y	GEC001336712	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> No Ded.		AEC001336512	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WEC001337412	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Professional Liability Cov. A, Claims Made Retro Date: 10/1/89		PEC001336812	1/1/2015	1/1/2016	Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 Retention: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

P150160.00; Santa Clara County On-Call Review Services. County of Santa Clara and members of the Board of Supervisors of the County of Santa Clara and the officers, agents and employees of the County of Santa Clara, individually and collectively are named additional insureds on General Liability coverage per endorsements CG 2010 07 04 and CG 2037 07 04 attached. Coverage is primary and non-contributory per endorsement XIL 424 06 05 attached. Severability of Interest is included in the policy contract. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Clara
Dept. Planning & Development Attn: S. Peralta
20 W. Hedding Street, East Wing, 7th Floor
San Jose CA 95110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Porter-Browne

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ENDORSEMENT #007

This endorsement, effective 12:01 a.m., January 1, 2015 forms a part of Policy No. GEC001336712 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., January 1, 2015 forms a part of Policy No. GEC001336712 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT #006

This endorsement, effective 12:01 a.m. 1/1/2015 forms a part of Policy No. GEC001336712 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

**County of Santa Clara— Project Agreement
Environmental Consultants**

SECTION A: GENERAL INFORMATION			Contract No.: C16P177	File No.: 7165-7-81-16R
Department No.:	260	Dept. Name:	Planning and Development	Date Prepared: 10/24/2016
Master Contract No.:	M15P044	Project Name:	Stanford General Use Permit – Environmental Impact Report	
Description of Scope of Services: Prepare an Environmental Impact Report (EIR) for Stanford University General Use Permit (GUP) update.				
Not to Exceed:	\$688,230.00			
Term of Agreement	Start Date:	11/1/2016	End Date:	3/1/2018
SECTION B: CONTRACTOR BILLING INFORMATION				
Vendor Number: 1003628 Contractor Name: Environmental Sciences Associates Name of Contact: Paul Mitchell Address: 550 Kearny St, Suite 800 City/State/Zip: San Francisco, CA 94108 Telephone: 415-896-5900 Taxpayer ID#: 94-1698350			Mail invoice to: Agency/Dept. Name: Dept. Planning and Development Project Manager: David Rader Address: 70 West Hedding St, 7 th Floor, East Wing Address: City/State/Zip: San Jose, CA 95110 Telephone Number: 408-299-5779	

SECTION C: CONTRACT SPECIFICS
COMPREHENSIVE SCOPE OF SERVICE AND DEFINED PERFORMANCE STANDARDS
What is the desired outcome of this contract?
or X See Attachment A
What are the milestones (dates for completion of key aspects of the contract)?
or X See Attachment
Any deliverables (tangible items such as written reports, drawings or systems documentation)?
or X See Attachment
Please provide a detailed description of the scope of service.
or X See Attachment
Please provide a detailed description of the performance standards. (This section should describe how you will monitor the contract, the expectations of the vendor, and how you will know if the vendor is performing the work described above.
or X See Attachment

CONTRACT AND/OR COUNTY EMPLOYMENT HISTORY

PAYMENT SCHEDULE AND SOURCE OF FUNDING -- State the total value of the contract, hourly rate by individual or job title, other charges, and the payment schedule (such as milestones/deliverables, lump sum, or monthly).

The maximum financial obligation shall not exceed \$688,230.00. Environmental Sciences Associates, Inc. (ESAA) shall be fully responsible for not exceeding this financial obligation.

The County of Santa Clara shall provide payment to ESA, net 45 from receipt of invoice, subject to verification by the County of Santa Clara Planning Office staff of completion of the work identified in the invoice. Unauthorized work beyond the approved scope of service and budget is not warranted for compensation.

The Schedule of Fees details the costs associated with providing the required services pursuant to this Project Agreement. Invoicing for time and materials, not to exceed \$688,230.00, in accordance with the payment schedule of Procedures for Consultants to prepare Environmental Documents for Private Projects in Santa Clara County.

or ☐ See Attachment

SECTION D: LEGAL LANGUAGE

REQUIRED EXHIBITS – Standard insurance and indemnification language must be attached to this service agreement package.

Attachement A – Scope of Services




Attachment A-1: Labor Costs

Attachment A-2: Non-Labor Costs

Attachment A-3: Subconsultant Costs

Attachment B - Exhibit B-3A – Insurance Requirements

Attachment C - County of Santa Clara Travel Policy

Planning Manager Signature:		11/3/16	Date:	
Project Manager Signature:		11/3/16	Date:	
Contractor Signature:		11/1/2016	Date:	
Fiscal Officer Signature:	Bhame Ashok (for	11/7/2016	Date:	

NOT A VALID CONTRACT UNTIL SIGNED BY BOTH CONTRACTOR AND PLANNING MANAGER

[Contractors may be required to file a Form 700 pursuant to the Political Reform Act.]

Laura C)

Scope of Work

County Contact:

David Rader, Sr. Planner
County of Santa Clara Planning Office
70 W. Hedding Street,
East Wing, 7th Floor
San Jose, CA 95110
Telephone: 1-408-299-5779

Environmental Science Associates (ESA):

Paul Mitchell, Project Manager
Environmental Science Associates
550 Kearny St
Suite 800
San Francisco, CA 94108
Telephone: 1-415-896-5900

The following is Environmental Science Associates (ESA) scope, budget, and deliverables for General Use Permit Update Environmental Impact Report at Stanford University.

3.1 Work Program and Work Products

Task 1: Project Management and Coordination

Brian Boxer will serve as Project Director, Paul Mitchell, will serve as Project Manager, and Cory Barringhaus will serve as Deputy Project Manager and key task leader on various technical areas. Budgeted project management time is assumed for an approximate 60 week (14-month) duration. Project management includes time for managing the team, interacting with the County, invoicing and monitoring project schedule.

Task 2: Project Meetings

Task 2 assumes ESA staff will attend up to eighteen (18) in-person meetings and/or public hearings involving the County and other project participants. These meetings include:

- One (1) public scoping meeting,
- One (1) public hearing for the Draft EIR,
- One (1) public hearing for the Final EIR,
- One (1) start-up meeting, and
- Up to fourteen (14) other in-person meetings with County staff, applicant and/or other project participants, as requested by the County (one in-person meeting per month, assuming an overall duration of approximately 14 months).

ESA also proposes regular conference calls with County staff, assumed to be an average of one conference call per month over the course of the EIR preparation over the assumed 14 month duration. As such, ESA proposes to have one in-person meeting and one phone conference (on intervening biweeks) per month.

It is also assumed AECOM staff will attend up to eighteen (18) in-person meetings and/or public hearings, including a start-up meeting, three Community Resource Group Meetings, one public scoping meeting, one public hearing for the Draft EIR, and one public hearing for the Final EIR, and eleven (11) other meetings. AECOM's costs and additional detail on their meeting attendance are included in Task 5, under Transportation, below.

As part of this task, one or more of these in-person meetings be used for early consultation with Caltrans, City of Palo Alto, City of Menlo Park or other agencies.

Task 3: Notice of Preparation and EIR Scoping

If requested by the County, ESA will assist the County to draft a Notice of Preparation (NOP), as required by *CEQA Guidelines* Section 15082. The NOP will include a project description and a summary of probable environmental effects, and will provide notice of a public scoping meeting to be conducted. It is assumed the County will distribute the NOP to the State Office of Planning and Research, other responsible and interested public agencies, and any other interested parties. An Initial Study will not be included as an attachment to the NOP.

During the 30-day NOP public comment period, ESA will participate in one public scoping meeting, in support of County staff. ESA will summarize any oral testimony from the scoping meeting and written comments received during the scoping period, and submit to the County.

On the basis of the results of the public scoping meeting, public comments received on the NOP, a more thorough understanding of the proposed project objectives, preliminary review of any additional project-related information, and any preliminary agency consultations, ESA will review the proposed EIR work scope presented herein and identify suggested changes, as appropriate. If requested by County staff, ESA will submit a revised contractual work scope.

Task 4: Peer Review of Supporting Project Technical Documents

There are a number of environmental and other technical documents related to the GUP Update that will be prepared by Stanford and made available to the County and EIR consultant to inform the EIR. It is common practice to use relevant applicant-prepared studies and programs to assist in describing the project setting, particular project effects, and/or as mitigation, and such studies can ultimately be useful in supporting the County's analysis and conclusions in the EIR. However, to establish objective credibility and independent judgment of the EIR document, it is important that such Stanford-prepared studies are first independently peer reviewed by technical experts under the employ of the County and/or its EIR consultant prior to inclusion in the EIR.

ESA recommends a thorough technical peer review of studies provided by Stanford to document and establish the technical accuracy of the information, and to identify any apparent deficiencies, errors and omissions affecting the completeness, methodologies, findings and adequacies of the technical reports. The peer review will advise County staff of any revisions or additions to the technical studies that may be necessary to provide an adequate analysis of the potential environmental impacts of the GUP Update. The product of the peer review will be in the form of summary memoranda with attached document mark-ups that will be submitted to the County for its review. These peer review memoranda would become part of the administrative record for the EIR.

Towards that end, ESA proposes to use its in-house senior analysts to peer review the majority of technical studies described above, including those related to transportation, air quality, GHGs and TACs; biological resources; cultural resources; public services, utilities, and recreation.

Similarly, AECOM will peer review the transportation technical reports prepared by Stanford for the project. AECOM's scope and costs are included in Task 5, under Transportation, below.

Additional detail on peer review, by topic, is included under Section 3.2, below.

Task 5: Prepare Administrative Draft EIR

ESA will prepare the Administrative Draft of the EIR (ADEIR). The ADEIR will be prepared in accordance with the State CEQA Guidelines and applicable local guidelines developed by the County. This includes preparing a program level EIR pursuant to CEQA Guidelines Section 15168.

The EIR will include the following individual sections:

Introduction. The Introduction will describe the principal characteristics and objectives of the proposed project, and any planning and scoping processes through which the EIR scope was developed. The Introduction will also describe the role of the EIR in the overall planning process, and the procedural steps by which the EIR will be reviewed and certified. Finally, the Introduction will outline the process for subsequent review and approval of projects consistent with the GUP Update, including a description of circumstances in which future projects consistent with the GUP Update could be processed through the use of streamlining provisions under CEQA (e.g., Guidelines §15183, PRC §21155, etc.).

Summary. The Summary will describe the proposed project and alternatives, provide a n overview of the impacts and relevant mitigation measures associated with the GUP Update, and include a summary table that presents all of the project's significant environmental effects, mitigation measures that would reduce or avoid those effects and the parties responsible for their implementation, and residual levels of impact significance after mitigation. Alternatives to the proposed project will be described briefly in the Summary, as will the comparative impacts of those alternatives. The Summary will also identify any known principal areas of public controversy and will be suitable as a stand-alone document that summarizes the key conclusions identified throughout the EIR.

Project Description. In consultation with County and Stanford staff, ESA will prepare the project description as early in the EIR process as possible and, following review, will incorporate comments and clarifications to ensure a complete, consistent and accurate project description that will be sufficient to serve as the basis for impact analysis. As required by CEQA Guidelines Section 15124, the project description will include the project location and site plan (campus) maps; a statement of project objectives; a general description of the project's technical, environmental and economic characteristics (including a description of the incremental growth in academic and support uses, housing units/beds, parking, child care and community facilities and construction surge space); and a statement of the anticipated uses of the environmental documents, including required permits, approvals, and agency review requirements. All project objectives would be determined in consultation with County and Stanford staff. The Project Description will clearly differentiate between the actions that are regulated under the GUP Update (building and housing development) and those campus characteristics that would change over time (increased campus population).

Environmental Setting, Impacts, and Mitigation. To ensure report continuity and minimize redundancy in the discussions of each environmental topic, the EIR will present the setting, impacts, and mitigation discussions in one unified section. As required by CEQA, the setting will describe the environment in the study area "as it exists before the commencement of the project," that is, at the time the NOP is published. The setting will include a description of the existing development and operations currently on the site. The setting will be presented from site-specific, local, countywide, and/or sub-regional perspectives, as appropriate to each environmental topic. The environmental effects of the proposed project will be presented under each topic of analysis. The operational effects of the project will be described as of the buildout year to be determined in consultation with the County. The EIR will describe potential

construction impacts and well as operation impacts. It is expected cumulative impacts for each topic will be included within their respective subsections. The mitigation discussion will be presented by environmental topic for each relevant impact and any significant environmental effects of the mitigation measures will be identified. The mitigation measures will be presented in the form of directives (i.e., "shalls"), to facilitate their conversion to conditions of project or alternative approval, unless otherwise requested by County staff. See Section 3.2, Technical Scope of Work, below, for discussion of the scopes of work to be conducted under each technical topic in the EIR.

Alternatives. The Alternatives section will present a comparative analysis and impact matrix for up to three (3) alternatives to the proposed project, including the CEQA-required no-project and environmentally superior alternatives.

The narrative discussion of each alternative will consist of three components:

- **Description of Alternative**, which will describe the uses, intensities, and design concepts of each alternative, and will contain a brief narrative description of its distinctive characteristics and objectives.
- **Distinctive Environmental Characteristics of Alternative**, which will identify the impacts of the alternative as well as the major differences between its impacts and those of the proposed project; and
- **Status of Alternative**, which will indicate the status of each alternative, its relationship to the Project Objectives, and other factors relevant to its feasibility. The EIR will also identify any alternatives considered but excluded from analysis in the EIR, and will explain the reasons for their exclusion. The EIR will also explain the reasons for including the alternatives that are selected for analysis in the EIR.

Statutory Sections. The EIR will contain the following additional statutory sections, as required by CEQA:

- Significant Environmental Effects (including significant, unavoidable effects)
 - Effects Found Not to be Significant
 - Growth-Inducing Impacts
 - Persons and Organizations Consulted
- ESA will prepare the discussion of each of these topics based on the analyses presented in the EIR.

Appendices. Supporting technical studies may be included as appendices to the EIR, as appropriate and feasible. However, the EIR is proposed to be a self-contained document, generally comprehensible without reference to appendices.

Task 6: Prepare Screencheck Draft EIR, and Draft EIR

County staff will review the Administrative Draft EIR and provide ESA with one (1) consolidated set of non-contradictory County comments and one (1) consolidated set of Stanford comments that is annotated by the County, and prepare and submit copies of a Screencheck Draft EIR for approval by County staff. ESA has estimated a level of effort for this task based on an anticipation that any comments on the Screencheck Draft EIR will be editorial in nature and will not require substantive new analysis, material revision of the technical analyses, or substantive

rewriting by ESA. Upon receipt of the comments on the Administrative Draft EIR, ESA will consult with the County regarding the adequacy of the budget for this task and jointly determine appropriate steps, if any, to match the level of effort to the requested revisions.

Upon staff review and approval of the Screencheck Draft EIR, ESA will make final requested editorial changes, and prepare and submit 50 hardcopies and 50 CDs of the Draft EIR. If requested, ESA can provide an electronic copy for the County and/or Stanford's websites.

This scope assumes ESA will provide a single delivery of the final Draft EIR documents to County staff for its distribution to the public and responsible agencies. However, if requested by the County, ESA can prepare and deliver the required copies of the Draft EIR and Notice of Completion to the State Clearinghouse.

ESA will maintain a copy or access to all references and source documents directly cited in the Draft EIR. A copy of these references will be provided to the County prior to publication of the Draft EIR.

Task 7: Mitigation Monitoring and Reporting Program

Following publication of the Draft EIR, ESA will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) in compliance with Public Resources Code Section 21081.6, CEQA Guidelines Section 15097. For any significant impact identified in the Draft EIR, the MMRP will describe the required mitigation and the responsible parties, tasks, and timing of mitigation compliance. ESA will submit the draft MMRP to the County for review and comment; ESA will then submit a revised MMRP to the County in conjunction with the Final EIR.

Task 8: Prepare Administrative Draft Final EIR (Response to Comments on the Draft EIR)

At the conclusion of the 45-day public review period for the Draft EIR, ESA will bracket and organize the comments, and will discuss with County staff the comments received, and the appropriate responses and response strategies to those comments. ESA will identify key issue responses and identify possible master responses. It is anticipated that ESA and County staff will agree on the overall approach to responding to comments and will assign specific tasks associated with the preparation of these responses.

For purposes of costing, this proposal assumes a level of effort based on a limited number of comments will be received during the public review period, and furthermore, that these comments do not raise new issues to be addressed that are outside the scope of work and do not require substantive revisions to the basic analyses contained in the Draft EIR. The actual estimated cost for the Response to Comments task will be dependent upon the nature and volume of comments received. Upon receipt of the comments on the Draft EIR, ESA will review the comments in light of the proposed level of effort, and will consult with the County regarding the adequacy of the budget for this task. If necessary, ESA will consult with the County to achieve cooperative resolution of the out-of-scope issues or comments that prompt substantial additional work beyond that assumed by the proposed budget.

ESA will submit the Administrative Draft Final EIR (Ad-draft FEIR; Response to Comments on the Draft EIR). County staff will review the document and provide ESA with one consolidated set of non-contradictory County comments, and one (1) consolidated set of Stanford comments that is annotated by the County.

As noted above, ESA will finalize the MMRP based on staff comments on the draft MMRP as well as any changes to the Draft EIR resulting from responses to comments on the DEIR (see Task 9).

Task 9: Prepare Screencheck Final EIR, and Final EIR

Once the Ad-draft FEIR has been reviewed by County staff, ESA will incorporate necessary revisions based on one consolidated set of non-contradictory comments from the County to each ADFEIR document and will submit a Screencheck FEIR for approval by the County. Upon receipt of the comments on the Ad-draft FEIR, ESA will review the comments in light of the proposed level of effort, and will consult with the County regarding the adequacy of the budget for this task. If necessary, ESA will consult with the County to achieve cooperative resolution of the out-of-scope issues or comments that prompt substantial additional work beyond that assumed by the proposed budget.

Upon staff approval of the Screencheck Final EIR, ESA will make final editorial revisions and submit the Final EIR to County staff for its distribution.

If requested by the County, following project approval, ESA will assist the County to draft a Notice of Determination (NOD).

Document Production Summary

ESA's Publications Department will produce all deliverables in-house using its experienced graphic art and document production staff and high-volume facilities. Depending on workload demands, ESA may utilize outside vendor services for document production and delivery. To summarize from the aforementioned tasks, ESA will produce and deliver to the County the following work products:

Work Product	Number of Copies
Administrative Draft EIR	PDF and Word
Screencheck Draft EIR	PDF and Word
Draft EIR	50 hardcopies, 50 CDs, and web-ready electronic copy
Administrative Response to Comments	PDF and Word
Screencheck FEIR	PDF and Word
Final EIR	50 hardcopies, 50 CDs, and web-ready electronic copy Draft and Final MMRP PDF

3.2 Technical Scope of Work
Aesthetics

Issues

The Stanford University campus consists of two primary landscapes: the urbanized campus characterized by its formal approach on Palm Drive to the historic Quad, with an arrangement of Romanesque academic buildings at the campus center with courtyards, enclosed walkways, sandstone building material, and red tiled roofs; and the rural/open space Foothills area located outside the Academic Growth Boundary, southwest of Junipero Serra Boulevard. The undeveloped Arboretum and Oval along Palm Drive provides a distinctive view of the center campus and Main Quad. Most buildings are four stories or less, with the exception of the Hoover Tower and some residential towers located in the Escondido Village area east of the core campus. Implementation of the GUP Update would occur incrementally over the period

between 2018 and 2035, as specific projects are defined, prioritized, funded and constructed. As various buildings are demolished and new buildings are constructed pursuant to the GUP Update, the appearance of the Stanford campus would incrementally change. New construction could also involve changes in views of and through the campus from surrounding areas.

Tasks

- Conduct site reconnaissance to document the existing visual and aesthetic conditions and conduct photo documentation of short-, medium-, and long-range views from off-site public vantage points that may be affected by proposed new development.
- Evaluate on a qualitative, programmatic level the mass, scale, and contrast of proposed changes envisioned by the GUP Update.
- Examine the GUP Update for consistency with County plans and policies.
- The EIR will focus on the key view corridors around the campus and analyze impacts on public views, including from short-, medium-, and long-range vantage points. This analysis will consider whether new development would substantially degrade or obstruct publicly accessible scenic views or substantially degrade the existing visual character or quality of the area, or result in a substantial, demonstrable negative aesthetic effect.
- Analyze potential impacts associated with new sources of light and glare as well as the potential increase in ambient light on adjacent areas.
- Identify mitigation measures, if needed, to reduce any potential significant visual impacts.

Air Quality

Issues

Stanford University is located in an air basin that is designated as nonattainment for the state and federal ambient air quality standards for ozone and particulate matter. The air basin is also designated as a maintenance area for carbon monoxide. Construction and demolition activities and operation of the land uses described in the GUP Update, including new academic and support uses, housing units, parking, child care, and community facilities, would generate air pollutant emissions. Construction and demolition activities would generate regional air pollutant emissions from diesel equipment and construction worker and vendor vehicle trips. Localized emissions of diesel particulate matter from construction equipment could affect existing and future sensitive receptors, including campus residences and the Stanford University Medical Center.

Once operational, the proposed development may affect the nature of vehicle trips and associated emissions of criteria pollutants and toxic air contaminants. Increased natural gas consumption and landscape maintenance activities associated with operation of the new uses would also be a source of air pollutant emissions. Proposed new housing units would result in new sensitive receptors with regard to air pollution and exposure to existing and future sources of criteria pollutants and toxic air contaminants, which would need to be addressed.

Below is a description of the general tasks that will be conducted to develop the air quality analysis for the GUP Update. As mentioned above, it is ESA's assumption that peer-reviewed technical information provided by Stanford University would be used to support completing the tasks identified below for the EIR Air Quality section.

- As part of Task 4, ESA will peer review the GUP Update background and project air quality technical reports prepared for Stanford University by Ramboll Environ. The peer review will not only evaluate the adequacy of the technical calculations and analyses, but will also ensure that the analyses are conducted in accordance with the methodologies and significance criteria identified in the Bay Area Air Quality Management District's (BAAQMD) CEQA Air Quality Guidelines updated in 2010.¹ This is crucial to ensure that the analyses are adequate in terms of compliance with CEQA in the Bay Area and can be incorporated into the EIR with limited further technical analysis. ESA has coordinated CEQA-related air quality analyses with Ramboll Environ for other high profile projects in the San Francisco Bay Air Basin.

- Describe the climate and topography of the study area within the San Francisco Bay Area Air Basin.

- Describe the regulatory context for air pollution in the Bay Area. Federal, state, and regional agencies such as the BAAQMD, with jurisdiction over sources of air pollution in and around the Stanford area, will be identified and the regulations related to stationary and mobile sources of criteria air pollutants and toxic air contaminants described.

- Discuss current air quality in the Stanford area based on air quality data from nearby air quality monitoring stations (i.e., Redwood City and/or Sunnyvale).

¹ It should be noted that the BAAQMD's adoption of the significance thresholds in the BAAQMD Guidelines were rescinded by a March 2012 Alameda County Superior Court decision that found that proper CEQA review of the thresholds did not occur; and in August 2013, the California Court of Appeal reversed the Alameda County Superior Court judgment. The California Supreme Court granted review of the case; however, only to address whether or not CEQA requires an analysis of how existing environmental conditions will impact future residents or users of a proposed project. On December 17, 2015, the Supreme Court issued its decision in *CBIA v. BAAQMD* and concluded that agencies subject to CEQA generally are not required to analyze the impact of existing environmental conditions on a project's future users or residents, reversing the Court of Appeal's judgment. The California Court of Appeal, First District, issued its remand on August 12, 2016. Although the BAAQMD has not yet released a formal response to the Supreme Court's Decision, the Decision appears to be directly applicable to the review of the GUP Update, which would include new future campus residences. If the BAAQMD does not revise its CEQA guidance prior to our review of the GUP Update, we will recommend that the County determine that the 2012 BAAQMD Guidelines, in combination with BAAQMD's Revised Draft Options and Justification Report, provide substantial evidence to support the thresholds that are not for new receptors and, therefore, are appropriate for use in the analysis. Regarding the thresholds adopted in 2011 for new receptors, ESA will consult with the County regarding their applicability to the review of the GUP Update in light of the recent *CBIA v. BAAQMD* decision.

- Identify the locations of existing stationary sources of criteria air pollutants or toxic air contaminants in or around Stanford University for which development is proposed under the GUP Update based on BAAQMD inventory data.

- Identify the locations of any major sources of odor in and adjacent to Stanford University for which development is proposed under the GUP Update based on consultations with Stanford staff and survey of surrounding land uses.

- Identify the locations of air-pollutant sensitive land uses or activities in the vicinity of the GUP

Update project area, including existing sensitive land uses and those proposed as part of the GUP Update.

- Describe the BAAQMD's methodology for assessing impacts as set forth in its 2012 CEQA Guidelines.
- Assess the consistency of the GUP Update with the Bay Area 2010 Clean Air Plan, or the 2016 Clean Air Plan if it is adopted prior to the release of the Notice of Preparation for the EIR.
- Discuss the potential for the project to adversely affect air quality or impede attainment of air quality goals.
- Incorporate appropriate information from the peer-reviewed Ramboll Environ technical reports to identify construction and demolition emissions from development within the GUP area based on assumed square feet of development and number of residential units, based upon a reasonable assumed rate of development for the GUP Update facilities. We will present the information in the EIR in a suitable format for ease of tiering in subsequent CEQA reviews associated with future projects under the GUP Update.
- Incorporate Ramboll Environ's operational emission estimates from development of the project that presumably will be based on trip generation data provided in the transportation analysis and the assumed square feet of development and number of housing units.
- Identify existing and planned sources of toxic air contaminants within and adjacent to Stanford University for which development is proposed under the GUP Update. To the extent that the proposed project traffic would exacerbate TAC emissions from vehicular traffic on El Camino Real or other major traffic corridors, the EIR will evaluate potential exposures to increased TAC emissions for existing and future users or residents in and around the campus as presented in the health risk assessment (HRA) conducted for the GUP Update by Ramboll Environ.
- Based on Ramboll Environ's peer-reviewed technical analysis, assess impacts associated with toxic air contaminants that would result during construction and operation of the project. It is presumed that the discussion will focus on the location of receptors in the vicinity of the campus sites, the estimated air toxics emissions, and cumulative impacts. A multi-pathway assessment is not recommended for this EIR.
- We assume that Ramboll Environ's community risk/health assessment will be based on screening techniques and/or the AERMOD dispersion model, and will include cumulative sources of air toxics for new sensitive receptors if the County deems this necessary given the Supreme Court's recent decision (see above).
- Identify new sources of odors that may occur within the campus as a result of development that is proposed under the GUP Update and qualitatively discuss the potential for these sources to impact proposed receptors if the County deems this necessary given the Supreme Court's recent decision (see above). Pursuant to the direction of the Supreme Court in *CBIA v. BAAQMD*, effects on future project users or residents due to existing odor sources that would be not exacerbated by the proposed project will not be considered in the EIR.
- Identify mitigation measures, if needed, to reduce any potential significant air quality impacts.

Biological Resources

Issues

Many of the biological issues identified in the 2000 GUP EIR remain relevant and would be revisited in the GUP Update EIR to identify prior successes and adjust to the new regulatory environment and site conditions. The distribution of sensitive vegetation communities and biological resources on the Stanford campus has been studied for decades and great effort has gone into habitat management for the benefit of sensitive resources while also accommodating planned development. This is evidenced by the comprehensive inventory of existing biological resources to be provided by Stanford to the selected EIR consultant.

The 2012 Stanford Habitat Conservation Plan (HCP) and supporting California Department of Fish and Wildlife (CDFW) Consistency Determination (CD) provide a basic framework for land use planning and conservation, including concentrating conservation efforts in high-priority areas, establishing a long term habitat management and protection system, and providing conservation easements over high quality areas. But with any new development, the potential remains for new impacts such as wildlife habitat fragmentation and increased development edge effects; habitat impacts to steelhead, California tiger salamander and California red-legged frog; effects to rare plants, wetlands and rare plants; and effects to oak woodland and riparian oak woodland habitats. The assessment will review the expansion or loss of oak woodland under the 2000 GUP, and a projection of annual grassland conversion to woodlands with planned developed under the GUP Update. ESA's assessment will revisit each of these resource categories and provide a meaningful assessment of baseline conditions from which to evaluate potential future impacts.

Tasks

- As part of Task 4, peer review existing biological studies relating to the GUP Update area, including the inventory and description of existing biological resources at Stanford, HCP, CDFW CD, and wetlands delineation map.
- Determine the applicability of the biological analyses in other planning and site-specific planning documents.
- Conduct a general reconnaissance survey of the campus to verify the distribution of sensitive vegetation and habitat types.
- Present information on special-status species and communities of concern, and describe the extent of Natural Communities present using Stanford's comprehensive inventory of existing biological resources as primary source material. (A field verified GIS-based analysis of habitat distribution is not proposed under this scope of work.)
- Summarize and evaluate federal, state, and local policies and regulations as they pertain to biological resources in the planning area.
- Identify biological resources significance criteria under CEQA to evaluate impacts related to construction and operation of projects under the GUP update. The criteria will be based on the OPR Appendix G biological resources checklist questions and on County guidance incorporated in the 2000 GUP.
- Review and update the biological resources mitigation framework from the 2000 GUP EIR to

reflect existing conditions at Stanford and the regulatory framework that has developed since that time. Mitigation and conditions of approval from the 2000 GUP that have been incorporated into the Stanford HCP, for example, mitigation for California tiger salamander and California red egg frog impacts are provided by the Stanford HCP and need only be cross-referenced referenced in the GUP update.

- For sensitive biological resources that are not considered in the Stanford HCP, such as oak woodlands, riparian woodlands, and wetlands, identify potential impacts under the GUP update and develop feasible mitigation measures to reduce impacts to less than significant.

Cultural Resources

Historic Resources

Issues

The Stanford University campus contains a number of historic structures and sites associated with the Stanford family and the University, as well as with the previous occupants of the land. The Stanford University Community Plan reports that Stanford's academic facilities include more than 200 structures that meet the minimum age criteria for being potentially historic (i.e., constructed more than 50 years ago). In addition to these resources related to Stanford's history, the University lands also contain a small number of older structures dating from the 1860s and 1870s, prior to the establishment of the Stanford Palo Alto Stock Farm and the University. The Community Plan explains that with other resource conservation issues, the strategies for conservation of historic resources call for inventorying and evaluating the resources involved, preventing and minimizing impacts, and restoring and enhancing resources, as appropriate.

The GUP Update proposes substantial new academic development and housing in specified development districts of the University, however, the precise locations within these districts where construction would occur are not known at this time. There is the potential that specific developments would be proposed that would either remodel or demolish resources that are either currently included in applicable inventories, or that are determined by the County to be historical resources. In support of the GUP and EIR, Stanford has completed a Historic Resources Survey.

Tasks

- As part of Task 4, conduct a peer review of Stanford's Historic Resource Survey. The peer review will focus on consistency with national, state, and local criteria, as outlined in the *National Register Bulletin #24 Guidelines for Local Surveys*, and the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*. (It is expected that this Stanford historic resource survey report will include, but not be limited to, approach, methodology, applicable criteria, historic context, and findings – consisting of identified historic resources: buildings, structures and objects, groupings and/or districts, and cultural landscapes. It is also anticipated that applicable DRP 523 forms will be completed by Stanford utilizing the state's Instructions for Recording Historical Resources.)

- Prepare the Cultural Resources section of the EIR utilizing the County of Santa Clara Historic Context Statement, the Stanford-produced historic context and survey, and proposed project description. Assess the potential for the GUP Update to cause a substantial adverse change in the significance of historical resources as defined in the CEQA Guidelines. (This scope does not include additional primary research, development of the Stanford historic context statement, or field work.)
- Review, and update the historic resources mitigation framework from the 2000 GUP EIR, as needed to ensure that impacts to historic resources are mitigated to the extent feasible.

Archaeological and Paleontological Resources

Issues

Archaeological sites at Stanford have identified remains indicating a human presence as far back as 7,600 years ago. Resources on the Stanford campus include sites from the local Muwekma Ohlone culture and their ancestors, as well as nineteenth- and earlier twentieth-century archaeological deposits associated with Spanish, Mexican, early American, and Stanford history. Stanford makes efforts to protect these ancient sites, and has designed development to avoid or to permit and mitigate potential impacts to prehistoric resources, including creation of archaeological preserves and conservation easements. There is the potential that development under the GUP Update would occur in the vicinity of known or unknown archaeological or paleontological resources. In support of the GUP and EIR, Stanford has completed an Archaeological Resources Map/GIS database.

Tasks

- As part of Task 4, conduct a peer review of Stanford's Archaeological Resources Map / GIS database of all archaeological and cultural resources under its management.
- To document the sensitivity for archaeological resources, tribal cultural resources, human remains; and paleontological resources on the Stanford lands, review other relevant archaeological and paleontological documentation, including the records at the California Historical Resources Information Center, Northwest Information Center (CHRIS/NWIC) and conduct research of historical maps and literature relevant to the project vicinity. Records, maps, and literature at ESA or available through library sources will also be reviewed.
- Contact the Native American Heritage Commission to request information on known sacred sites in the project vicinity. ESA can assist the County with Native American consultation efforts, as required by Assembly Bill 52 through the distribution of correspondence to the tribes and individuals identified by the NAHC, however government to government consultation will be conducted between the tribes and the County, as the lead agency.
- Based on aforementioned sources, develop a list of recorded archaeological and paleontological resources within and or immediately adjacent to Stanford lands.

- Prepare the EIR section describing the results of the research. The section will provide summary information on cultural resources present within Stanford lands, their current National Register/California Register status; and any associated records noted during the archival research and historic map reviews. Summary tables and lists will be used to present data including location and site type. Graphics and maps will be used as appropriate to enhance the information presented.
- Assess the potential for the GUP Update to cause a substantial adverse change in the significance of archaeological and unique paleontological resources, tribal cultural resources, or potential disturbance of human remains.
- Review, and update the archeological resources mitigation framework from the 2000 GUP EIR, as needed to ensure that impacts to archaeological resources, tribal cultural resources, and human remains; and paleontological resources are less than significant.

Energy Conservation

Issues

CEQA Section 21100(b) requires evaluation of the potential energy impacts of a project, and consideration of mitigation measures that would avoid or reduce the wasteful, inefficient, and unnecessary consumption of energy associated with the project. The importance of a full consideration of construction, operational, and transportation energy use has been reinforced by recent case law issued by the California Court of Appeal. The analysis presented in the energy use technical reports prepared for Stanford University by Ramboll Environ for the GUP update will be reviewed and, as applicable, incorporated into the EIR. The EIR will present a detailed account of existing conditions at the campus, including a discussion of Stanford's recently converted campus energy system (Stanford Energy Systems Innovations) that relies on renewable electricity along with a more efficient campus heat recovery system.

Tasks

- As part of Task 4, ESA will peer review the energy use technical reports prepared for Stanford University by Ramboll Environ for the GUP Update.
- Identify energy significance criteria to evaluate energy use during construction and operation of the GUP update to use in the evaluation. These will be based in part on the California Office of Planning and Research (OPR) proposed Appendix G energy checklist questions and on OPR's Appendix F energy elements.
- Based on Ramboll Environ's energy use technical analysis, we will identify the GUP Update buildout energy consumption associated with construction (fuel and electricity consumption); and operation [including residences, non-residential buildings, other infrastructure (e.g., outdoor lighting), and motor vehicles]. These estimates will presumably include fossil fuel and electrical energy use, including the percentage of renewable and non-renewable energy used to supply the electricity.
- Analyze potential impacts related to energy use and, if necessary, develop mitigation measures to reduce or eliminate inefficient energy use. These measures may include items suggested in Appendix F of the State CEQA Guidelines, including measures to reduce

construction and transportation energy use, increase building energy efficiency, and reduce solid waste generation.

Geology and Soils

Issues

The Stanford campus is located within the Coastal Ranges geomorphic province characterized by northwest trending ridges and valleys. The Northern Coast Ranges are comprised largely of the Franciscan Complex or Assemblage, which consists primarily of graywacke, shale, greenstone (altered volcanic rocks), basalt, chert (ancient silica-rich ocean deposits), and sandstone that originated as ancient sea floor sediments. The campus is located in a very seismically active region with major active faults such as the Calaveras, Concord-Green Valley, San Andreas, Hayward-Rodgers Creek, and Mt. Diablo thrust faults that have the potential to cause significant damage in the region. In addition, the nearby Monte Vista - Shannon fault is considered potentially active and possibly active and is located generally along the foothills of the northeastern Santa Cruz Mountains. The tectonic forces that have created the regional faults in the area are also responsible for creating what is known as the Stock Farm Monocline, a northwest-trending, northeast-facing fold in the Santa Clara Formation and younger deposits of the area. A zone of special consideration has been established by the Santa Clara County Geologist along the lower hinge of the Stock Farm Monocline where it crosses the Stanford Campus and there are local building code requirements to account for this local source as a potential for seismic activity. The EIR will evaluate the likelihood of exposing people or structures to potential adverse impacts related to ground shaking, ground failure or landslides; and secondary ground failures caused by liquefaction. Most, if not all, engineering challenges encountered when designing and constructing structures in this earthquake-prone environment can be overcome using industry standard engineering practices that meet or exceed local and State building code requirements; these practices have proven effective at many locales throughout the San Francisco Bay Area.

Pursuant to the direction of the Supreme Court in *CBIA v. BAAQMD*, effects on future project users or residents due to existing geological, soils, or seismic conditions that would be not exacerbated by the proposed project will not be considered in the EIR. The analysis will address impacts related to exposure of existing or future project users or residents to naturally occurring asbestos due to project construction activities, loss of access to important mineral resources as a result of project implementation, and potential exacerbation of unstable soils or slopes as a result of the project. However, the analysis will not consider exposure of the project structures or population to unstable soils or seismic activity, unless it is determined that these conditions would be exacerbated by the proposed project.

Tasks

- Provide overall data review of site geologic conditions using published reports and maps available from sources including the US Geological Survey and California Geological Survey, any previous subsurface geotechnical investigation reports made available, and any hazardous materials assessments associated with the site area. Summarize regional reports on soils and geologic materials. (No additional geologic testing is included in this scope of work.) The information and data obtained through this task will be used to complete the Setting section of the EIR.
- Using published information or previous reports, if available, verify areas on the site subject to ground failure caused by soils conditions that could be exacerbated by the proposed project

activities based on site conditions and any geotechnical soil lab testing, boring logs, and any groundwater level data, if available. If the proposed project would exacerbate any such site conditions, discuss the potential limitations that the exacerbated conditions could pose, if any, for existing uses or future site development or population.

- Describe the erosion hazards of the site and evaluate the potential for the proposed project to exacerbate erosion as related to site conditions, including slope and proximity to drainage channels. Discuss the potential limitations that exacerbated erosion hazards could place on the Project.

- Develop mitigation measures as necessary for the potential impacts identified for the proposed Project related to geology and soils taking into consideration existing regulatory requirements. When necessary and appropriate, the mitigation measures will be developed to reduce the significance of the impacts, and the resulting level of significance determined.

Greenhouse Gases

In 2006, California passed the California Global Warming Solutions Act of 2006 (AB 32), which required California Air Resources Board (CARB) to design and implement emission limits, regulations, and other measures to reduce statewide greenhouse gas (GHG) emissions to 1990 levels by 2020 and resulted in development of a statewide Climate Change Scoping adopted in 2008.

In May 2014, the CARB approved the "First Update to the Climate Change Scoping Plan" which describes state's progress towards achieving AB 32 and broader goals, stating "if California realizes the expected benefits of existing policy goals it could reduce emissions by 2030 to levels squarely in line with those needed in the developed world and to stay on track to reduce emissions to 80percent below 1990 levels by 2050." The California Supreme Court recently considered the CEQA issue of determining the significance of GHG emissions in its decision, *Center for Biological Diversity v. California Department of Fish and Wildlife and Newhall Land and Farming (CBD vs. CDFW)* in which the Court not only opined on the appropriateness of using a comparison of a project or plan's emissions to a business as usual scenario under CEQA, but also alluded to the need for an analysis of GHG emissions to consider future years beyond the rapidly approaching 2020 initial target year AB32. Consequently, ESA approach is to consider not only year 2020 emissions and thresholds developed to demonstrate consistency with these reduction targets but also to consider, to the extent feasible, emissions under the GUP update to result in an impact with respect to the attainment of future (2030 or 2050) reduction targets.

To aggressively reduce building energy GHGs, Stanford University updated its Energy and Climate Plan in 2015 in an effort to achieve the long-term GHG reduction goals. Additionally, Stanford University has committed to aggressive Transportation Demand Management (TDM) strategies in an effort to reduce vehicle trips to the extent feasible. These actions will be considered in the overall assessment of GHG emissions under the GUP Update. It is anticipated that these strategies will be further strengthened given the intent of the GUP Update to result in no net new commuter trips.

Development under the GUP Update will generate GHG emissions during construction and operations, as well as from sequestration losses resulting from significant removal of trees and vegetation and sequestration gains from planned tree replacement.

Below is a description of the general tasks that will be conducted to develop the GHG emissions analysis for the GUP Update. As mentioned above, it is ESA's intention to use the technical information provided by Stanford University to support completing the tasks identified below for the EIR GHG Emissions section.

- As part of Task 4, ESA will peer review the GUP Update GHG technical reports prepared for Stanford by Ramboll Environ and prepare a technical review memorandum.
- ESA will work with the County to develop a Plan-specific GHG threshold to be utilized in the EIR, and proposes to use the methodologies provided in the BAAQMD's CEQA Air Quality Guidelines updated in 2012 for assessment of impacts, which are supported by substantial evidence.

Given that the University's Energy and Climate Plan does not establish future year GHG goals or predict future year emissions, it would not meet the requirements of CEQA §15183.5 as a streamlining tool for GHG assessment under CEQA. The Supreme Court decision in *CBD vs. CDFW* determined that a "business as usual" comparative analysis, if used to assess GHG impacts under CEQA, must consider the GHG reduction percentage required specific to a given planning area and cannot apply the statewide percentage reduction. Santa Clara County's 2009 Climate Action Plan for Operations and Facilities identifies a County-specific goal to "decrease emissions by 10% every 5 years from 2010 – 2050" and this goal may provide one method of assessing GHG impact consistent with recent judicial opinions as it is both local and may be used to assess long term GHG reduction targets beyond 2020.

- Based on the outputs contained in the Ramboll Environ GHG technical analysis, the project's contribution to cumulative GHG emissions will be described in the context of state and global estimates, and will be applied to the significance thresholds to be developed by ESA and the County.
- Review the latest mitigation measures recommended by the BAAQMD, as well as those recommended in the Attorney General's office and the California Air Pollution Control Officers Association (CAPCOA) and consider the extent to which these measures are already being implemented through the Energy and Climate Plan and adopted TDM strategies. Based on this review, relevant policies and design features will be suggested which could serve to minimize GHG emissions that would be associated with the proposed GUP update.

Hazards and Hazardous Materials

Issues

Stanford is developed with multiple structures that include a variety of hazardous material uses concentrated in the northern portion of the campus with mostly open space areas to the south. Primary hazardous materials storage and use is concentrated around the Environmental Safety Facility, the medical clinics and laboratories just south of the hospital, the Peninsula Sanitary Services, and Fleet Service Station. A number of release sites are located within the GUP area, many of which have been remediated and include the Ginzton Plating Shop, the Hanson Experimental Physics Lab, the Peninsula Sanitary Services site, the Fleet Service Station, the Beckman Building Generator, the Steam Plant and others. The hazardous materials used by laboratories, clinics, maintenance facilities and other entities at the project site yield a wide

variety of wastes that include a wide range of chemicals, biological wastes, and low-level radiological wastes.

Stanford University has on-going management programs for the safe storage, handling and disposal of each type of waste stream which is managed by the Department of Environmental Health and Safety. Some of these management programs are described in the *Stanford Safety Manual*, *Biosafety Manual*, *Radiation Safety Manual*, *Hazardous Chemical Waste Management Reference Guide for Laboratories*, and *Lab Deactivation and Move Guidelines*. However, if not managed appropriately, these hazardous materials and wastes can be released and expose workers and the public causing potential health risks to workers and the public. In addition, previous releases to the subsurface can be disturbed through construction activities that also might expose workers or the public to adverse effects.

The EIR analysis will evaluate the potential for future construction and development under the GUP Update to impact workers, the public or the environment. Consistent with the direction in *CBIA v. BAAQMD*, based on information compiled from the existing documents and database searches, ESA will assess construction impacts related to exposure to construction-related hazards or existing hazardous materials that could be disturbed during construction (e.g., remnant pesticide contamination, underground storage tanks, etc.). ESA will also assess operational impacts related to exposure of people to project-introduced hazards or hazardous materials, including transport of hazardous materials, and accident conditions. In addition, the campus is located in an area considered to be a moderate hazard for wildfires and potential fire hazards that could be exacerbated by the proposed project will be included as part of the analysis. Mitigation measures will be identified for any significant impacts, as necessary.

Tasks

- Develop a Setting section based on an overall understanding of the existing site conditions as they relate to the past releases of hazardous materials within the GUP area. Review and incorporate the findings of a search of publicly available databases including the Department of Toxic Substances Control (DTSC) and the Regional Water Quality Control Board (RWQCB).
- Compile an overview of existing hazardous materials and waste use, storage, and disposal operations within the GUP area and the regulatory requirements governing these operations. Existing university guidance documents overseen by the Department of Environmental Health and Safety will be summarized and evaluated for adequacy in meeting existing regulatory requirements and potential to minimize exposure risks.
- Provide a comprehensive description of the existing radiological and biological waste protocols and any changes with the GUP Update that would represent any substantive changes to the type, quantity, or waste stream of radiological and biological waste practices currently occurring at the campus.
- Describe hazardous building materials including asbestos, lead-based paint, and PCBs that may become exposed during any demolition activities and the existing regulatory requirements that address these hazards.
- Review available data maps that show wildfire hazard areas and determine any potential limitations that it might have on proposed development.
- Develop mitigation measures as necessary to reduce any potential impacts to associated with use and disposal of hazardous materials, potential accidental release of hazardous materials,

interference with emergency evacuation plans, and exposure to wildland fires.

Hydrology and Water Quality

Stanford lies primarily within the San Francisquito and Matadero Creek watersheds. Both of these watersheds flow in a northeast direction and empty into the southern portion of the San Francisco Bay. Surface waters in the San Francisquito watershed include San Francisquito Creek, Los Trancos Creek, Felt Lake (irrigation supply for the campus) and Lake Lagunita (seasonal recreational lake for the campus). Matadero Creek watershed drains in an easterly direction towards Deer Creek, which flows in a northerly direction to Matadero Creek. Another small portion of the watershed drains in a southerly direction towards Arastradero Creek.

According to a preliminary review of site conditions, the GUP area is not located within a flood hazard area. However, future development may affect storm water flows and water quality of offsite discharges through changes to existing drainage patterns. In additions, changes to Searsville Dam currently being considered could affect flood protection. Future development would have to comply with the C.3 regulations of the NPDES (National Pollution Discharge Elimination System) Municipal Regional Stormwater Permit (MS4). Provision C.3 requires that new development or redevelopment that creates or replaces impervious surfaces must include appropriate source control, site design, and stormwater treatment measures to minimize pollutant discharges and prevent increases in runoff flows. Site design measures must include low impact development (LID) features that generally include onsite infiltration or detention of stormwater runoff. LID improvements would likely align with the Green Building practices that are part of the sustainability plan prepared for the Stanford University.

Storm water pollution from surface-borne contaminants such as oils, fuels, dust, and metals would be a concern for the proposed Project; polluted storm water can degrade water quality in local drainages and eventually San Francisco Bay. In addition, temporary water quality degradation could be an issue during construction of future development. Temporary and operational water quality issues in this area may be complicated by the effects of existing groundwater contamination, if present. Significant earthwork activities would be required to comply with the existing NPDES permit and discharge permit requirements.

Tasks

- Conduct data review of hydrologic conditions in and around the GUP area using published reports and maps available from sources. (No additional hydrologic field work is included in this scope of work.)
- Identify the regulatory agencies such as FEMA, Santa Clara Valley Water District and RWQCB, that have jurisdiction over surface water resources in the Stanford area.
- ESA will also discuss construction requirements that would apply to future development to avoid short-term, construction-related water quality impacts. Discuss potential impacts and how proposed changes would comply with existing regulatory requirements such as Provision C.3 and applicable County Land Development and Engineering processes.
- Depending on the results of the impact analysis, identify appropriate mitigation measures to reduce or avoid significant impacts, and determine the level of significance after mitigation.

Land Use and Planning

Issues

Similar to the 2000 GUP, the GUP Update will request continued authorization to use Stanford land for existing and new academic facilities and housing, conditions for such use, and the process for obtaining site-specific project approvals from approximately 2018 through 2035. The amount of new academic facilities and housing units/beds for students and staff under the GUP Update is expected to be of a similar magnitude to the development provided for in the 2000 GUP. The proposed academic facilities and housing units would primarily be constructed on sites that have been previously developed, although some previously undeveloped sites on campus could support future projects.

The majority of development under the GUP Update would be concentrated in the area designated in the Stanford Community Plan as "Academic Campus." It is expected that Stanford will request some revisions to the existing Stanford Community Plan, although no changes in the overarching policy framework or the Academic Growth Boundary established by the Community Plan are expected. As noted in the current Community Plan, lands outside the Academic Growth Boundary (generally the Foothills south of Junipero Serra Boulevard) must remain as open space; therefore, no development is expected in this area under the GUP Update.

Tasks

- Describe and illustrate, based on land use information provided by Stanford, existing land uses within the project vicinity.
- Describe general development trends and County planning considerations for the project area.
- Discuss the consistency of the GUP Update and Community Plan with all relevant County, and other applicable local, regional, state, or federal planning documents. Where inconsistencies are found, identify whether this would result in a significant environmental impact, and whether such an impact can be mitigated to a less than significant level.
- Analyze potential programmatic land use changes that could occur through implementation of the GUP Update will evaluate the effects of proposed academic and housing development on neighboring land uses.
- Determine feasible mitigation measures to ensure that impacts to land use are less than significant.
- Identify mitigation measures, if needed, to reduce any potential significant land use impacts.

Noise

Issues

Noise impacts associated with implementation of the GUP Update would be both short-term and long-term. Construction activities occurring from future development within the GUP area would temporarily affect ambient noise levels near construction sites. Land use or transportation network changes that could occur from implementation of the GUP Update could also affect long-term noise levels in the area due to increased or redirected vehicle traffic on the road network and through activities commonly associated with academic and housing developments such as the operation of HVAC systems, service vehicle operations, etc. The project would also

locate new sensitive noise receptors (e.g., new housing) within the existing low and moderate density residual land use areas as designated in the Stanford University Community Plan.

Traffic along Junipero Serra Boulevard, El Camino Real (State Route 82), Sand Hill Road, and several other local roads are the predominant sources of noise in the area. Other intermittent noise sources include helicopter noise from Stanford's Life Flight Critical Care Transport program and events at Stanford Stadium, Maples Pavilion, and Frost Amphitheater. In general, housing areas on and off campus, hospitals and child care facilities are considered to be noise-sensitive land uses. Noise impacts could arise from the relatively high, but temporary, noise levels from construction activities. Depending on the distance between new development and sensitive land uses such as residences and schools, noise from construction activities could potentially be significant. Stanford has transportation demand management programs designed to achieve a goal of no net new commute trips, which would limit increases in vehicle traffic noise. Any increase in traffic trips will be modeled for noise levels using the U.S. Department of Transportation's Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model with California vehicle noise emission levels. Noise impacts will be evaluated in terms of the absolute increase in noise and the noise and land use compatibility guidelines established in the Santa Clara County General Plan. Additionally, other available information sources will be used to the extent feasible to ensure consistency with the environmental review process.

Tasks

- Describe the current ambient noise environment in and around the GUP area based on a noise survey. The existing noise environment within and around the GUP area will be surveyed through up to 10 short-term measurements taken at locations sufficient to characterize ambient noise and to provide calibration data for noise modeling purposes. Up to three 48-hour noise measurements will be taken within the GUP area to assess 24-hour noise exposure in terms of L_{dn} and/or CNEL. Short-term and 48-hour monitoring locations will be identified based on the location of present and future noise-sensitive receptors (e.g., the academic campus, residential areas, etc.) and proximity to substantial noise sources. ESA will work with the County in identifying locations for noise monitoring and determining whether to monitor during special events (i.e., football games).
- Identify state and local noise policies, including the noise/land use compatibility guidelines contained in the Health and Safety chapter of the Stanford University Community Plan, the Noise Element of the Santa Clara General Plan and any other relevant County ordinances or regulations.
- Assess potential noise impacts from project construction based on agreed-upon scenarios for schedules, project phasing, and available information from Stanford or reasonable assumptions about construction equipment to be used during the construction phases.
- Assess the potential for exacerbated traffic noise impacts on existing and proposed future land uses, and the compatibility of the proposed GUP Update with existing land uses. ESA will estimate noise exposure potential from project-generated traffic on up to 16 roadway segments using the FHWA Traffic Noise Model and other standard models that relate to noise from stationary sources.

ESA will base the analysis on project-specific data provided by the traffic consultant and stationary source type and location information from the GUP Update.

- Identify practical, feasible mitigation measures including the use of performance standards to

allow for future development to be included within the context of the EIR. Evaluate whether mitigation measures would reduce the impacts below a level of significance.

Population and Housing

Issues

The GUP Update is proposed to add approximately 2 million square feet of academic facilities (with accompanying employment opportunities) and 3,000 housing units/beds for students and staff. While population and housing changes in and of themselves are not normally considered to be significant impacts (i.e., substantial, adverse impacts on the physical environment), CEQA does provide for inclusion of these effects as indicators of other impacts.

Tasks

- As part of Task 4, ESA will peer review the Background Conditions Report prepared by Stanford for the existing student, residential, and employee population.
- The EIR analysis will quantify and describe the magnitude of potential changes in population (residential and daytime) and housing associated with the GUP Update. It is assumed Stanford will provide estimates of population changes associated with students faculty and staff under the GUP Update. The potential physical environmental impacts associated with changes in population and housing will be analyzed in other relevant sections of the EIR (e.g., transportation, public services, air quality).
- Direct increases in employment can create secondary impacts, such as an increased demand for housing. This housing demand would be considered a significant effect if the housing demand could not be met with existing or future housing supply within the housing market for new Stanford students and employees. While the development of housing itself would not be a significant adverse impact, construction of housing could create other short-term environmental impacts, such as air quality or noise impacts.
- Evaluate the potential for displacement of housing and population, from both the Stanford campus and, indirectly, from nearby areas, as appropriate.
- Identify mitigation measures, if needed, to reduce any potential significant population and housing impacts.

Public Services

Issues

Implementation of the proposed academic and residential development and associated on-campus population increase under the GUP Update would result in an increased demand for public services, including police protection (provided by the Stanford Department of Public Safety) and fire protection (provided by the Palo Alto Fire Department). Population growth would also indirectly contribute to increases in the number of primary and secondary students in local school districts.

Tasks

- As part of Task 4, ESA will peer review Stanford's description of existing police and fire services serving the campus.
- Describe local police and fire services, as well as primary and secondary school districts serving the GUP area and surrounding communities.
- In consultation with the service providers, assess whether new or expanded police or fire protection facilities, schools or other public facilities would be required as a result of proposed new development under the GUP Update, and corresponding effects on service ratios, response times, or other performance objectives, and whether any necessary additional facilities could have a substantial adverse impact on the environment.
- Identify mitigation measures, if needed, to reduce any potential significant public services impacts.

Recreation

Issues

As noted in the 2000 GUP EIR, nearly two-thirds of Stanford's lands have an open space character, including over 2,000 acres of open space located in the Foothills south of Junipero Serra Boulevard (which generally corresponds to the Academic Growth Boundary). Lands outside this boundary are required to remain as open space. Open space areas on the Academic Campus include the Arboretum between the Main Quad and El Camino Real, areas surrounding Lake Lagunita, and smaller areas within the campus residential community. Stanford also maintains several athletic facilities, primarily playing fields, but also including gyms, a golf course, equestrian facilities, and swimming pools. Some of these facilities are open for public use while others are reserved for use by the Stanford community. Other nearby parks and recreation facilities include those owned by Palo Alto, Menlo Park, and the Midpeninsula Regional Open Space District. The GUP Update is anticipated to focus new academic development and housing units within the Academic Campus; therefore, no changes to recreational opportunities in areas south of the Academic Growth Boundary are expected. Although specific recreation facilities are not proposed under the GUP Update, the increased on-campus residential population would likely result in the need for new facilities to serve these new residents.

Tasks

- As part of Task 4, ESA will peer review Stanford's description of existing recreation resources at Stanford and survey data regarding existing off-campus recreation facility usage by Stanford residents and employees.
- Describe the environmental setting for parks and recreation.
- Discuss the potential for the anticipated population increase to result in a corresponding increase in the use of non-Stanford recreational facilities such that substantial physical deterioration of such facilities could occur.
- Evaluate whether the construction of any proposed recreational facilities would have an adverse physical effect on the environment.

- Identify mitigation measures, if needed, to reduce any potential significant recreation impacts

Transportation and Circulation

ESA will lead preparation of the Transportation and Circulation section of the Draft EIR. The basis for the EIR section will be a separate Traffic Impact Study (TIS) to be prepared by Fehr & Peers Transportation Consultants (F&P). F&P's TIS scope of work is currently being developed by F&P in consultation with the County and Stanford, and is separate from the EIR scope and costs. It is assumed F&P's TIS will adhere to Santa Clara Valley Transportation Authority (VTA) Transportation Impact Assessment (TIA) Guideline requirements, as appropriate. It is further assumed that F&P will provide all necessary descriptive information in text, tabular form and graphics, and include all required quantitative analyses to fully adequately support the EIR Transportation and Circulation section. In addition, it is assumed that F&P will be available to attend key public meetings and/or hearings as needed to respond to specific technical inquiries regarding its TIS.

AECOM: Peer Review / Meeting Attendance

In support of the EIR, AECOM will peer review F&P's TIS to ensure consistency and adequacy. The Project Approach for providing peer review of F&P's technical analysis of the transportation, traffic, and parking impacts of the GUP Update is described below. AECOM will also be involved in subsequent phases of the work to assist ESA with preparation of the transportation section of the Draft EIR, responses to comments on the Draft EIR, and attend public hearings. For each deliverable identified, AECOM will prepare and submit a draft for review by County staff. Following receipt of comments from the County, AECOM will revise the deliverable and submit the final version.

Task 1.01: Project Management.

This task includes time for the Task Lead and deputy to manage the team, interact with the client, monitor the financial health of the project, prepare invoices and monitor the project schedule. A project administrator will assist the AECOM Project Manager as much as possible with this task.

To fulfil the scope of the project, it is assumed that the AECOM task leader and deputy will attend up to ten periodic technical coordination meetings attended by County staff, Stanford staff, F&P staff and others. These meetings are in addition to meetings described and included in the tasks below.

The purpose of these technical coordination meetings is to create a common knowledge base for all participants in the GUP transportation analysis regarding methodologies, assumptions, base data, preliminary findings, and overall approach. It is felt that participation of the AECOM peer review team will help expedite preparation of the TIA peer review tech memo described below.

Task 1.02: Project Initiation/Start Up

AECOM will attend a meeting to officially commence the project. In attendance at this meeting will be County Planning staff, University representatives, F&P staff, the Consultant EIR project manager, the Transportation task leader and his deputy. The purpose of this meeting will be to finalize AECOM's scope of work and work schedule. In addition, the meeting will verify the horizon year for analysis of future traffic conditions, and fully discuss the project description and

analysis effort to be conducted by F&P. The project description and any other relevant information which will be necessary in completing the analysis will be made available at this meeting to maintain the project schedule. In addition to the meeting, AECOM will prepare a project plan and develop and a tech memo documenting the peer review methodologies to be used in the project.

Deliverables: Project Plan, Peer Review Methodologies Tech Memo

Task 1.03: Monitor Community Resource Group Meetings and Other Forums

A full understanding of the planning process and the views of community stakeholders will be important in the development of the EIR transportation technical analysis. The AECOM transportation task leader will attend CRG meetings and other public meetings conducted by Stanford or the County during the GUP application review process. A total of 3 meetings are assumed.

One of the AECOM transportation task leader's responsibilities is to understand stakeholder concerns and provide advice to the consultant project manager and the County regarding ways that the transportation technical analysis will need to respond to these concerns.

Task 1.04: Peer Review of Initial Documents

Stanford will be providing two reports prepared by F&P that will help lay the foundation for the EIR transportation analysis:

- Transportation Technical Report, including:
 - o Existing traffic counts at key intersections
 - o Existing measured trip generation
 - o Existing trip distribution based on zip code and survey data
 - o Existing vehicle miles traveled per resident and per employee based on zip code and survey data
- Evaluation of Vehicle Miles Traveled under the updated GUP

The AECOM team will conduct a peer review of each document to verify that the documents follow generally acceptable transportation planning practice, address the appropriate study area, and were conducted using methodologies that are clear and replicable. AECOM will prepare a peer review tech memo for each document for submission to the County. If concerns or shortcomings are found, these will be documented in the memos along with recommendations regarding how they should be addressed. The AECOM transportation team will also review other documents provided by Stanford supporting the GUP application, in order to develop a thorough understanding of the planning context

Deliverables: Peer Review of Transportation Technical Report Tech Memo, Peer Review of VMT Evaluation Tech Memo.

Task 1.05: Project Site Review

The AECOM Transportation deputy task leader and support engineering staff will conduct a field review of the surrounding transportation system. Although AECOM personnel are thoroughly familiar with the Stanford campus and have knowledge of the surrounding roadway network in Palo Alto from our on-going experience in the area, this field review will document any recent changes in roadway geometry, traffic control, or other characteristics for the off-campus portion of the transportation system.

Task 1.06: Public Scoping Meeting

The AECOM traffic team will attend a public EIR scoping meeting which will be directed by County staff. AECOM staff will respond to questions and comments during the public scoping meeting as necessary.

Task 2.01: Peer Review of Transportation Study Assumptions

Early in the process, it will be extremely useful for F&P to clearly document the direction of the traffic analysis and to distribute this documentation to the appropriate reviewing agencies for comment. This report would outline land use and transportation network assumptions for the planning horizon year; data sources and usability; forecast methodology; approach to and the level of analysis for alternative scenarios; and an outline of the Transportation, Traffic, and Circulation chapter of the EIR. Another key piece of information which should be documented in this report will be the significance criteria and analysis procedures to be applied to each intersection according to which jurisdiction controls the intersection. Other significance criteria for parking, bicycle routes, pedestrian ways, and transit impacts should also be noted. The report will be submitted by Stanford to the County in draft form. After an initial peer review by AECOM for the County, a meeting will be held to discuss the memorandum and any additions, deletions, or modifications recommended by AECOM to the County. After the review meeting, F&P will finalize the report and it will be resubmitted to the County by Stanford. AECOM will prepare another tech memo documenting our peer review findings on the final report. A wider dissemination of the study assumptions and procedures report would occur at the County's discretion, such as to VTA, the City of Palo Alto, or to jurisdictions within San Mateo County.

Deliverables: Peer Review of Draft Transportation Assumptions Report Tech Memo, Peer Review of Final Transportation Assumptions Report Tech Memo.

Task 2.02: Peer Review of the proposed Project Study Area

AECOM will review the list of intersections provided by F&P, as well as the list of intersections included in the last General Use Permit analysis in 1999. AECOM may recommend changes to the list of intersections to be included in the traffic analysis.

Task 2.03: Peer Review of Draft TIS Report

The AECOM Team will conduct a peer review of the draft Traffic Impact Study (TIS) report prepared by F&P on behalf of Stanford, and provide a peer review tech memo for review by the County staff. The peer review will verify that the report follows the agreed scope, adheres to the VTA TIA requirements and is in line with the CEQA requirements necessary for the DEIR preparation.

Deliverables: Peer Review of Draft TIS Report Tech Memo

Task 2.04: Review Final TIS Report

The AECOM team will review the final report to verify that comments from the County have been addressed.

Task 3.01: Draft EIR Preparation

As necessary, the AECOM team will provide assistance to ESA with their preparation of the transportation section of the Draft EIR (DEIR).

Task 3.02: Draft EIR Public Hearing.

During the review period of the DEIR, AECOM will continue to participate in the process by attending one public hearing, and as needed, help County staff address any transportation queries during the hearing.

Task 3.03: Response to Comments

After the end of the review period, AECOM will assist ESA with preparing responses to the comments received with regard to transportation issues. For budgeting purposes, it has been assumed that approximately 15 comments will need to be addressed by the transportation team.

Task 3.04: Final EIR Preparation

Assuming no recirculation of the DEIR, the AECOM team will provide support as necessary to ESA for the preparation of the FEIR.

Task 3.05: Final EIR Public Hearing

AECOM will attend one public hearing to help County staff address any transportation queries during the hearing.

Utilities and Service Systems

Issues

Implementation of the proposed academic and residential development under the GUP Update would result in an increased demand for utilities services, such as water supply, wastewater treatment, and solid waste disposal. Proposed development would be primarily constructed on sites that have been previously developed, and would be mostly concentrated in the Academic Campus area. No development is expected on lands outside the Academic Growth Boundary, which must remain as open space. As noted in the Sustainable Development Study (2008), this is consistent with Stanford's planning principles that promote compact urban development through infill and redevelopment, which allow for efficiencies in delivery of utilities to the campus. Therefore, major expansion of water and wastewater infrastructure to serve new development is not anticipated under the GUP Update. According to the GUP Annual Report No. 15 (June 2016), the allowed average daily water allocation from the San Francisco Public Utilities Commission (SFPUC) is just over 3 million gallons per day (mgd). Due to implementation of dozens of water efficiency retrofit projects, the average campus domestic water use was 1.89 mgd in 2015, down from 2.7 mgd in 2007. It is our understanding that under the GUP Update, Stanford intends to stay within its existing allocation of water from the SFPUC. In addition, implementation of Stanford's Guidelines for Sustainable Buildings and Guidelines for Life Cycle Cost Analysis is anticipated to reduce utilities demands through the lifetime of the GUP Update. Wastewater treatment at Stanford is provided by the City of Palo Alto's Regional Water Quality Control Plant, which serves approximately 220,000 people. In 2015, the plant treated an average of 18.4 mgd of wastewater, well below its permitted dry-weather capacity of 39mgd. Regarding waste reduction and disposal, Stanford increased its landfill diversion rate from 30% in 1994 to 65% in 2015. It has a goal of reaching 75% by 2020. The recycling rate for construction and demolition waste generated by campus projects was 87% in 2015.

Tasks

- Based on consultation with Stanford and other utility and service providers (e.g., SFPUC, City of Palo Alto, Peninsula Sanitary Service, Inc.), briefly describe existing utilities and service systems that serve Stanford University.

- Assess whether new or expanded public utilities would be required as a result of the GUP Update and whether construction or operation of any such facilities would have a substantial adverse impact on the environment.
- Utilize the Draft Water Supply Assessment prepared for Stanford by Schaaf and Wheeler in the analysis of potential water supply impacts.
- Evaluate potential effects to wastewater treatment requirements of the San Francisco Bay Regional Water Quality Control Board.
- Determine if the project would comply with federal, State, and local statutes and regulations regarding solid waste, and adequate disposal of such waste.
- Identify mitigation measures, if needed, to reduce any potential significant public utilities impacts.

TOTAL PROJECT PRICE	1,000,000
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EBA Non-Labor Expenses	
Reimbursable Expenses (see Attachment A for detail)	\$ 11,110
EBA Payroll Usage (see Attachment A for detail)	\$ 1,375
Subtotal EBA Non-Labor Expenses	\$ 12,485
Subtotal Staff Costs (see Attachment B for detail)	\$ 120,600

Table 4-3: Preliminary Schedule

Task	Schedule (by weeks)
County provides Notice to Proceed	--
ESA submits Data Request #1 (for County to respond to)	2 weeks from Notice to Proceed
ESA prepares Notice of Preparation (NOP) for County to Distribute (assumes no Initial Study is prepared)	4 weeks from Notice to Proceed (assuming Project Description at sufficient level of detail for NOP is available)
ESA reviews Stanford's background and project technical studies that will support EIR (assuming all reports are available); ESA submits memoranda to County regarding reports sufficiency; and ESA submits Data Request #2 (for Stanford to respond to)	4 weeks from Notice to Proceed
NOP Response Period	4 weeks from Distribution of NOP
EIR Scoping Meeting	During NOP Response Period
ESA submits scoping summary to County; and finalizes scope of work with County	2 weeks from end of NOP Response Period
ESA prepares and submits Administration Draft EIR to County	4 months from finalizing Scope of Work with County
County Review of Administration Draft EIR	1 month
ESA prepares Screencheck Draft EIR	3 weeks
County Review of Screencheck Draft EIR	1 week
ESA produces Draft EIR and submits to County for distribution	1 week
Public Comment Period	6 weeks
Public Hearing(s) on Draft EIR	During Public Review Period
ESA prepares and submits Administrative Draft Response to Comments Document to County	6 weeks (dependent on nature of comments)
County Review of Draft Response to Comments Document	3 weeks
ESA prepares and submits Screencheck Response to Comments Document to County	3 weeks
County Review of Screencheck Final Response to Comments Document	1 week
ESA produces and submits Final Response to Comments Document to County for distribution	1 week
Public Hearing(s) on Final EIR	>10 Days from Distribution of Final EIR

Conditions

The Scope of Work (Section 3), Cost Estimate and Schedule in this section are based upon the following assumptions and conditions:

- The project description will not substantially change from that described in Section 1.
- Stanford University, County staff, and other public agencies will respond to information requests in a timely manner. If information is identified as relevant and available through project participants subsequent to the initial data request, the project participants will provide it to the project team in a timely manner.
- Stanford University will provide technical reports and descriptive graphics in a form that are readily adaptable for use in the EIR.
- The Administrative Draft EIR and Administrative Final EIR will receive one (1) round of review by County staff (plus Screencheck) prior to publication.
- ESA's scope assumes assistance to County in preparation of required noticing documents (e.g., NOP, NOA/NOC and NOD). However, it is assumed the County will take fully responsibility to conduct required noticing for and distribution of the Notice of Preparation, Draft EIR and Final EIR to public agencies and other interested parties (excluding to the State Clearinghouse, which ESA will distribute to).
- If the County wishes to have additional hardcopies and/or CDs of the EIR than assumed in the workscope, the associated costs will be provided upon request.
- No new information will come to light during the term of the contract that will require examination of additional issues or potential impacts not anticipated in this work plan. Should the nature of any proposed tasks change due to the actions by the applicant or County such that less work need be performed on one aspect of the project, and more work be required on another, then the available funds up to the overall limit covered in this work scope would be available to be applied as appropriate to the needs of those tasks.
- Consultant team labor hours assignable to project meetings and hearings (Task 2) shall include time required to prepare for meetings, travel time to and from meetings, and any time required for follow-up activities. Any costs for this task in excess of the amount for this task shown in the cost estimate shall be compensated as additional work.
- It is assumed the County will be responsible for public meeting logistics and facilitation. It is also assumed that the County will provide a court reporter or similar entity to provide a written transcription for the scoping meeting and public hearings. However, if requested, a court reporter for hearings can be provided as an optional task.
- The actual estimated cost for the Response to Comments task is dependent upon the nature and volume of comments received and would be revisited by ESA with the County upon receipt of the public comments received on Draft EIR.
- It is assumed the County will prepare the CEQA findings and statement of overriding considerations; however, such task can be provided as an optional task.
- The work scope does not assume ESA or its consultants would be prepare any engineering studies, cultural surveys or protocol level biological surveys for the EIR.
- The work scope does not include any permitting or National Environmental Policy Act (NEPA) related work; however if needed, such task can be provided as an optional task.
- ESA will document all billings with progress reports.

Pricing Proposal Template ESA Non-Labor Expenses

Reimbursable Costs	
Project Supplies	\$ 1,610
Printing/Reproduction	\$ 5,600
Document and Map Reproductions (CD + Digital Photo)	\$ 1,000
Postage and Deliveries	\$ 300
Mileage	\$ 2,640
Vehicle Rental	\$ -
Lodging	\$ -
Airfare	\$ -
Northwest Information Center Fee	\$ 200
-	\$ -
-	\$ -
-	\$ -
Subtotal Reimbursable Costs	\$ 11,350
10% Fee on Reimbursable Expenses	\$ 1,135
Total Reimbursable Costs	\$ 12,485

Cost Proposal Template
Subconsultant Detail

Task Number / Description		Subconsultant Costs			
		AECOM	Sutro Science	Subtotal Subconsultant Cost	Total Subconsultant Project Cost
Budget By Task					
0.0				\$ -	\$ -
1.0	Project Management and Coordination			\$ -	\$ -
2.0	Project Meetings		\$ 1,800	\$ 1,800	\$ 1,980.00
3.0	Notice of Preparation and EIR Scoping			\$ -	\$ -
4.0	Peer Review of Supporting Project Technical Documents			\$ -	\$ -
5.0	Prepare Administrative Draft EIR	\$ 84,285	\$ 3,200	\$ 87,485	\$ 96,233.50
6.0	Prepare Screencheck EIR, and Draft EIR	\$ 6,930	\$ 800	\$ 7,730	\$ 8,503.00
7.0	Mitigation Monitoring and Reporting Program			\$ -	\$ -
8.0	Prepare Administrative Draft Final EIR	\$ 10,230	\$ 2,400	\$ 12,630	\$ 13,893.00
9.0	Prepare Screencheck Final EIR, and Final EIR			\$ -	\$ -
0.0				\$ -	\$ -
Subconsultant Total		\$ 101,445	\$ 8,200	\$ 109,645	\$ 120,610

EXHIBIT B-3A (revised)

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage is caused by the negligence, recklessness or willful misconduct of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3A (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

EXHIBIT B-3A (revised)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3A (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.



County of Santa Clara Travel Policy Quick Reference Guide for Contractors

Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse

contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
 - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

**Project Agreement #C16P177
CHANGE ORDER #1
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date: 2/21/2017 Requestor: David Rader Phone: (408) 299-5779

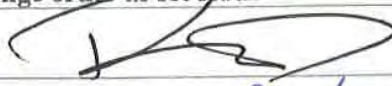

- ☐ Old expiration date. Contract was set to terminate on
- ☐ New expiration date. Contract will now terminate on
- ☐ Change in scope of service
- ☒ Change in contract specifics

Reason for change: Additional staff have been assigned to the Project Team. See Attachment A for a list of the Project Team Members and their hourly billing rates. This change shall not increase the maximum financial obligation, which is \$688,230.00. Environmental Science Associates shall be fully responsible for not exceeding the maximum financial obligation.

or ☐ See Attachment A

Original Amount	\$688,230.00	New Amount	\$688,230.00	Change Amount	\$0.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:		Date:	2-23-17
Project Manager Signature:	David M. Rader	Date:	2-23-17
Contractor Signature:		Date:	2-22-17
Fiscal Officer Signature:	Laura Colunga	Date:	2-23-17
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

Table 4-2: Staff Rates

Project Team Members		Hourly Billing Rate
Project Management Team		
Brian Boxer, AICP		\$245
Paul Mitchell		\$195
Cory Barringhaus		\$160
Technical Team		
Tim Rimp		\$230
Greg Gleichman (AECOM)		\$225
Dennis Belluomini (AECOM)		\$220
Jeff Caton		\$215
Brian Pittman, CWB		\$215
Janna Scott, JD		\$215
Stephanie Wilson-Goure (AECOM)		\$215
Jack Hutchison, PE		\$195
Paul Mitchell		\$195
Shadde Rosenblum		\$175
Matt Fagundes		\$175
Chris Sanchez		\$175
Lilia Scott (AECOM)		\$175
Amber Grady		\$165
Eric Schniewind		\$165
Brian Schuster		\$165
Cory Barringhaus		\$160
Heldi Koenig		\$150
Peter Hudson, PG, CEG (Sutro Science)		\$150
Mehul Champaneri (AECOM)		\$140
Meryka Dirks		\$130
Stan Armstrong		\$130
Rachel Danielson		\$125
Jennifer Brown		\$115
Nichole Seow, PTP (AECOM)		\$120
Ron Teltel		\$110
Lisa Laxamana		\$110
Michael Cornfield (AECOM)		\$100
Justin Taplin (Sutro Science)		\$100
Andrei Agustin (AECOM)		\$75

**Project Agreement #C16P177
CHANGE ORDER #2
M15P044**

CONTRACTOR INFORMATION

Vendor Number: **1003628**
Contractor Name: **Environmental Science Associates**
Name of Contact: **Paul Mitchell**
Address: **550 Kearny Street**
Address: **Suite 800**
City/State/Zip: **San Francisco, CA 94108**
Telephone Number: **(415) 896-5900**
Taxpayer ID #: **94-1698350**

BILLING INFORMATION

Mail Invoice to: **County of Santa Clara**
Agency/Dept. Name: **Department of Planning and Development**
Project Manager: **David Rader**
Address: **70 W. Hedding Street**
Address: **East Wing, 7th Floor**
City/State/Zip: **San Jose, CA 95110**
Telephone Number: **(408) 299-5779**

Date: **5/30/2017** Requestor: **David Rader** Phone: **(408) 299-5779**

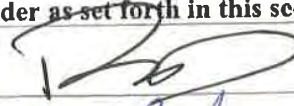
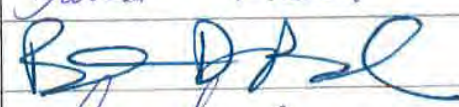
- ☐ Old expiration date. Contract *was* set to terminate on
☐ New expiration date. Contract will *now* terminate on
☐ Change in scope of service
☒ Change in contract amount

Reason for change: More resources have been required to 1) decipher the proposed approach and methodology from the limited documentation provided initially; 2) identify what information was missing and prepare requests for additional information; 3) conduct a second round of peer review of the revised documents prepared in response to initial comments; and 4) verify that initial comments were completely addressed. As a result, additional budget is required for AECOM, a subsconsultant of Environmental Science Associates, to complete its Technical Peer Review of Stanford/Fehr & Peers transportation analyses.

or ☐ See Attachment A

Original Amount	\$688,230.00	New Amount	\$706,408.00	Change Amount	\$18,178.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:		Date:	5/31/17
Project Manager Signature:	<i>David M. Rader</i>	Date:	5/31/17
Contractor Signature:		Date:	5/31/17
Fiscal Officer Signature:	<i>Amatcolung</i>	Date:	6/1/17
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

**Project Agreement #C16P177
CHANGE ORDER #3
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date: 7/24/2017 Requestor: David Rader Phone: (408) 299-5779


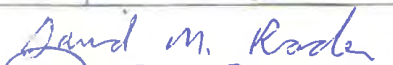


- ☐ Old expiration date. Contract was set to terminate on
- ☐ New expiration date. Contract will now terminate on
- ☒ Change in scope of service

Reason for change:

or ☒ See Attachment A and Attachment B

Original Amount	\$706,408.00	New Amount	\$785,320.00	Change Amount	\$78,912.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:		Date:	7/25/17
Project Manager Signature:		Date:	7/25/17
Contractor Signature:		Date:	7/24/17
Fiscal Officer Signature:		Date:	7/25/17
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

Additional Tasks to Develop a List of Regional Transportation Improvement Projects

DESIRED OUTCOME

AECOM, a subconsultant of Environmental Science Associates (ESA), shall develop a list of regional transportation improvement projects. ESA shall attend a Start-Up Meeting and conduct a peer review of AECOM documents.

OVERVIEW

As part of the 2018 General Use Permit (GUP) application review process, the County of Santa Clara (County) wants to work with the local jurisdictions surrounding the Stanford campus to develop a regional program of transportation improvement projects or actions that would address impacts and/or issues arising from the new development proposed by Stanford in the unincorporated area of Santa Clara County. Some or all of this program could become mitigation measures in the 2018 GUP EIR, or it could become part of Stanford's commitments in the conditions of approval. Based on AECOM's work and experience on the peninsula, some of the projects/actions could include:

- Protected bike lanes, including multi-city routes
- Closing gaps in the bicycle network
- Bike Share, or other bike connections, particularly serving Caltrain stations
- Community Shuttles, new or expanded
- Last Mile programs such as joint programs involving TNC e.g., (Uber, Lyft)
- Support for Caltrain station and service improvements

To begin developing the regional program, AECOM shall, on behalf of the County, hold a series of meetings with staff at the affected jurisdictions to obtain their input on projects or actions that could be included. AECOM shall assemble these into a draft project list, which shall be circulated to the meeting participants for comment and further input. Next, AECOM shall prepare an assessment matrix to help prioritize the projects/actions. The jurisdictions will review the matrix and AECOM shall revise the matrix based on their comments. AECOM shall facilitate having the jurisdictions' staff rate the projects/actions using the matrix. AECOM shall prepare a report describing the process of developing the program, the program itself, and the estimated cost of the projects/actions.

APPROACH AND STAFFING

For each deliverable identified, AECOM shall prepare and submit a draft for review by ESA. Following receipt of comments from ESA, AECOM shall revise the deliverable and submit the final version to ESA for their submittal to the County. AECOM shall use the same staff for this additional work that has been working on the GUP transportation peer review.

AECOM ADDITIONAL TASKS

Task 5.01 Initiation/Start-Up

AECOM shall attend a meeting to officially commence this portion of the project. In attendance at this meeting will be County Planning staff, and ESA. The purpose of this meeting shall be to finalize

AECOM's scope of work and work schedule for this portion of the project. In addition, the meeting shall verify the jurisdictions to be included and the staff at each jurisdiction that will be contacted. In addition to the meeting, AECOM shall amend the project plan and develop a tech memo documenting the scope and schedule for this portion of the project.

Deliverables: Amended Project Plan, Scope and Schedule Tech Memo

Task 5.02 Initial Meetings with Jurisdictions

AECOM shall draft a letter for the County to send to the target jurisdictions explaining the purpose of the effort. The letter shall also include a blank projects/actions table for the jurisdictions to complete prior to their first meeting with the consultant team. The target jurisdictions are expected to be the Cities of Menlo Park, Palo Alto, East Palo Alto, and the Counties of San Mateo and Santa Clara. Potential jurisdictions to join the effort, depending on their level of interest, include the Cities of Los Altos and Mountain View and the Towns of Woodside, Los Altos Hills, Atherton, and Portola Valley. AECOM also recommends meeting with VTA, SamTrans and Caltrain because they also develop projects and programs to address congestion, last mile connections, etc.

AECOM shall contact each jurisdiction to verify which of their staff members will be participating in the effort. It is possible that multiple meetings may be required for some jurisdictions, either because of scheduling conflicts with jurisdiction staff, or because responsibility for transportation is split among several departments within a jurisdiction. AECOM shall develop a contact list from this information. AECOM shall schedule and arrange for one or more meetings with each participating jurisdiction. A total of 15 meetings are assumed (5 definite jurisdictions, 3 recommended transit agencies, 50% of the potential jurisdictions and 4 multiple meetings). AECOM shall develop a generic agenda to be used at all meetings. At the meetings, AECOM shall facilitate the discussion. Following the meetings, AECOM shall prepare draft meeting notes, which shall be circulated to the attendees for review and comment. AECOM shall prepare final meeting notes based on the comments received, which shall also be sent to the attendees.

Deliverables: Introductory Letter, Blank Projects/Action Table, Contact List, Generic Agenda, Draft and Final Meeting Notes

Task 5.03 Prepare Improvement List

Using the information collected through the meetings and follow-up conversations with meeting participants, AECOM shall assemble a draft list of projects and actions that could be included in the regional program of improvements. For each project/action, the list will include its name, sponsoring jurisdiction, a one-sentence description, and current estimated cost (if available). The draft list shall be circulated to all who attended the meetings for review and comment. AECOM shall revise the list per the comments received and produce a final list.

Deliverables: Draft and Final Improvement List

Task 5.04 Develop Prioritization Matrix

AECOM shall develop a draft prioritization matrix to be used in rating improvements. The draft matrix shall be circulated for review and comment by all meeting participants. AECOM shall revise the matrix per the comments received and produce a final matrix.

Deliverables: Draft and Final Prioritization Matrix

Task 5.05 Apply Prioritization Matrix

Though AECOM could apply the matrix ourselves, AECOM recommends that the meeting participants rank the projects. AECOM shall arrange a meeting of all meeting participants to explain the projects/actions and the prioritization process. AECOM shall ask the participating jurisdictions to provide a completed prioritization matrix within one week of this meeting. If the jurisdiction has multiple attendees, they will need to aggregate their ratings and provide a single completed matrix. AECOM shall assemble the matrices received from the jurisdictions into one composite matrix. The composite matrix shall be sent to the participants in preparation for a second meeting of all participants, where the rating results shall be discussed. The jurisdictions shall have 2 weeks to submit their comments on the composite matrix (one set of comments per jurisdiction). AECOM shall revise the composite matrix per the comments received and produce a final composite matrix. It will be important to make sure the key decision makers are sufficiently engaged in this process. The goal is to avoid a situation where the team receives direction from the meeting attendees, but that direction had not been vetted with other key decision makers in the jurisdiction, leading to re-work.

Deliverables: Meeting Agendas, Meeting Presentations, Draft and Final Composite Matrix

Task 5.06 Prepare Regional Improvement Program Report

AECOM shall prepare a draft report summarizing the process of developing the regional improvement program and the program itself. The program shall be presented in priority order, and shall include the name, sponsor, description and cost of each project/action. The draft report shall be circulated to the meeting participants for review and comment. AECOM shall prepare a final report incorporating the comments received.

Deliverables: Draft and Final Improvement Program Report

Task 5.07 Support

At any point in the process described above, a jurisdiction may want to brief one of their commissions, boards and councils about the effort to develop a regional transportation improvement program. AECOM shall support the jurisdiction by attending the meeting of the entity being briefed and preparing a presentation slide deck. It is assumed that AECOM shall provide this support in 4 separate instances.

Deliverables: Presentation Slides and other collateral as necessary

AECOM SCHEDULE

AECOM estimates that it will take approximately 20 weeks to complete the additional tasks. The scope includes six agency review periods of one to two weeks each, which contribute to the time required to prepare the mitigation program.

ESA ADDITIONAL TASKS

ESA shall attend a Start-Up Meeting (2 ESA staff assumed). In addition, ESA shall conduct a peer review of the following AECOM documents:

- Task 4.02: Introductory Letter, Contact List, Generic Agenda

- Task 4.03: Draft and Final Improvement List
- Task 4.04: Draft and Final Prioritization Matrix
- Task 4.05: Draft and Final Composite Matrix
- Optional Task 4.06: Draft and Final Improvement Program Report

MILESTONES

Below are the dates for completion of the additional tasks:

- Task 5.01 Task Initiation/Start-Up: Week 1 to Week 2
- Task 5.02 Initial Meetings with Jurisdictions: Week 2 to Week 6
 - Review Meeting Notes: Week 4 to Week 6
- Task 5.03 Prepare Improvement List: Week 6 to Week 10
 - Review Draft Improvement List: Week 8 to Week 9
- Task 5.04 Develop Prioritization Matrix: Week 5 to Week 9
 - Review Proposed Prioritization Matrix: Week 7 to Week 8
- Task 5.05 Apply Prioritization Matrix: Week 9 to Week 16
 - Each Jurisdiction Completes Prioritization Matrix: Week 12
 - Review Composite Prioritization Matrix: Week 14 to Week 15
- Task 5.06 Prepare Regional Improvement Program Report: Week 15 to Week 20
 - Review Draft Report: Week 18 to Week 19
- Task 5.07 Support: Ongoing

COST

The cost for the additional tasks that shall be completed by AECOM and ESA is \$78,912.00. Unauthorized work beyond the additional tasks under this Change Order is not warranted for compensation. See the table below for more information.

AECOM Additional Tasks (See Attachment B for more information)	\$62,865.00
ESA attendance at Start-up Meeting (2 ESA staff assumed):	\$1,960.00
ESA Peer Review of the following AECOM documents: <ul style="list-style-type: none"> • Task 4.02: Introductory Letter, Contact List, Generic Agenda • Task 4.03: Draft and Final Improvement List • Task 4.04: Draft and Final Prioritization Matrix • Task 4.05: Draft and Final Composite Matrix • Optional Task 4.06: Draft and Final Improvement Program Report 	\$7,800.00
Burden (10%)	\$6,287.00
Total	\$78,912.00

Attachment B

Stanford GUP Traffic Mitigation Program Budget Estimate

		Project Manager	Deputy PM	Senior Advisor	Junior Planner	Quality Management	Admin			
Tasks	Description	Gleichman	Scott	Jeung	Cornfield	Wilson-Goure	Epstein	Total Hours	Cost	Meetings
	Rate	\$225	\$175	\$280	\$100	\$215	\$110			
5.01	Task Initiation/Start-up	4	5		4		2	15	\$2,395	1
5.02	Initial Meetings with Jurisdictions	17	96	1			6	120	\$21,565	15
5.03	Prepare Improvement List	4	28			2	2	36	\$6,450	
5.04	Develop Prioritization Matrix	2	4		16	1		23	\$2,965	
5.05	Apply Prioritization Matrix	14	16		38	2	6	76	\$10,840	2
5.06	Prepare Regional Improvement Program Report	6	12	1	32	2	4	57	\$7,800	
5.07	Support	26	10		16	2	2	56	\$9,850	4
5.08	Other Direct Costs							0	\$1,000	
	AECOM TOTAL	73	171	2	106	9	22	383	\$62,865	22

**Project Agreement #C16P177
CHANGE ORDER #4
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date: 8/7/2017 Requestor: David Rader Phone: (408) 299-5779



- ☐ Old expiration date. Contract was set to terminate on
- ☐ New expiration date. Contract will now terminate on
- ☐ Change in scope of service
- ☒ Change in scope contract specifics

Reason for change: Additional staff have been assigned to the Project Team. See Attachment A for a list of the Project Team Members and their hourly billing rates. This change shall not increase the maximum financial obligation, which is \$785,320.00. Environmental Science Associates shall be fully responsible for not exceeding the maximum financial obligation.

or ☐ See Attachment A

Original Amount	\$785,320.00	New Amount	\$785,320.00	Change Amount	\$0.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:		Date:	8/15/17
Project Manager Signature:	David M. Rader	Date:	8/15/17
Contractor Signature:		Date:	8/14/17
Fiscal Officer Signature:	Bhame Arora	Date:	8/15/17
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

Table 4-2: Staff Rates

Project Team Members	Hourly Billing Rate
Project Management Team	
Brian Boxer, AICP	\$245
Paul Mitchell	\$195
Cory Barringhaus	\$160
Technical Team	
Tim Rimpo	\$230
Greg Gleichman (AECOM)	\$225
Dennis Belluomini (AECOM)	\$220
Jeff Caton	\$215
Brian Pittman, CWB	\$215
Janna Scott, JD	\$215
Stephanie Wilson-Goure (AECOM)	\$215
Jack Hutchison, PE	\$195
Paul Mitchell	\$195
Shadde Rosenblum	\$175
Matt Fagundes	\$175
Chris Sanchez	\$175
Lilia Scott (AECOM)	\$175
Amber Grady	\$165
Eric Schniewind	\$165
Brian Schuster	\$165
Cory Barringhaus	\$160
Heidi Koenig	\$150
Peter Hudson, PG, CEG (Sutro Science)	\$150
Mehul Champaneri (AECOM)	\$140
Meryka Dirks	\$130
Liza Wozniak	\$130
Stan Armstrong	\$130
Rachel Danielson	\$125
Jennifer Brown	\$115
Anthony Mangonon (AECOM)	\$125
Nichole Seow, PTP (AECOM)	\$120
Ron Teitel	\$110
Lisa Laxamana	\$110
Michael Cornfield (AECOM)	\$100

Justin Taplin (Sutro Science)
Andrei Agustin (AECOM)

\$100
\$75

**Project Agreement #C16P177
CHANGE ORDER #5
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	1/19/2018	Requestor:	David Rader	Phone:	(408) 299-5779
<input type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on				
<input type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on				
<input type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract terms				

Reason for Change: Amend Project Agreement C16P177 Terms to Comply with the Terms of Professional Services Agreement M15P044

In accordance with the terms of Professional Services Agreement M15P044:

- Travel shall be \$50.00 per trip to Santa Clara County from San Francisco
- Subcontract services shall be invoiced at cost – contract labor is charged at regular Employee Category rates

The following contract language, which was incorporated in Project Agreement C16P177 and Change Order 3 to Project Agreement C16P177, shall be void because it is not in accordance with the terms of Professional Services Agreement M15P044:

- 10% Fee on Reimbursable Expenses
- Subconsultant Cost – Fee @ 10%
- Subconsultant Cost – Burden (10%)

Environmental Science Associates can revise the Personnel Category Rates annually to reflect changes in its operating costs.

or ☐ See Attachment A

Original Amount	\$785,320.00	New Amount	\$785,320.00	Change Amount	\$0.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	<small>DocuSigned by:</small> <i>Robert Eastwood</i> <small>AD0388284CE042B...</small>	Date:	2/2/2018
Project Manager Signature:	<i>David Rader</i> <small>70AA501202DD4D8...</small>	Date:	1/30/2018
Contractor Signature:	<i>Paul Mitchell</i> <small>F5757DC3A8A04B5...</small>	Date:	1/29/2018

DocuSign Envelope ID: 0C335629-B596-462B-8490-6E2F451C82F8

Fiscal Officer Signature:	<div>DocuSigned by: <i>Laura Colunga</i> 56DECCBD574A469...</div>	Date:	2/2/2018
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

**Project Agreement #C16P177
CHANGE ORDER #6
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	2/20/2018	Requestor:	David Rader	Phone:	(408) 299-5779
<input checked="" type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on 3/1/18				
<input checked="" type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on 12/31/18				
<input type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract specifics				

Reason for Change:

Change in expiration date due to a request to extend the comment period by 60 days, a request to recirculate the Draft EIR, and other delays out of the lead agency and consultant's control.

Change in contract specifics due to an increase in staff billing rates, see Attachment A for a list of titles and billing rates.

or ☐ See Attachment A

Original Amount	\$785,320.00	New Amount	\$785,320.00	Change Amount	\$0.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	<small>DocuSigned by:</small> <i>Robert Eastwood</i>	Date:	2/26/2018
Project Manager Signature:	<small>B0665394C5942B...</small> <i>David Rader</i>	Date:	2/21/2018
Contractor Signature:	<small>B0665394C5942B...</small> <i>Paul Mitchell</i>	Date:	2/21/2018
Fiscal Officer Signature:	<small>B0665394C5942B...</small> <i>Laura Colunga</i>	Date:	2/26/2018
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

STANFORD 2018 GUP EIR STAFF BILLING RATES

Title	Billing Rate
Senior Director III	\$255
Senior Managing Associate III	\$203
Managing Associate II	\$166
Project Manager	\$225
Technical Leader	\$220
Director III	\$224
Director II	\$224
Director II	\$224
Quality Reviewer	\$215
Senior Technical Associate III	\$203
Managing Associate II	\$182
Senior Managing Associate III	\$182
Managing Associate II	\$182
Deputy Project Manager	\$175
Managing Associate II	\$172
Managing Associate II	\$172
Managing Associate II	\$172
Managing Associate I	\$156
Senior Scientist	\$150
Planner IV	\$140
Senior Associate II	\$135
Associate III	\$120
Senior Associate II	\$135
Senior Associate I	\$130
Associate III	\$120
Senior Planner	\$120
Project Technician III	\$114
Project Technician III	\$114
Junior Planner	\$100
Senior Environmental Scientist	\$100
Administrator	\$75

**Project Agreement #C16P177
CHANGE ORDER #7
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	5/18/2018	Requestor:	David Rader	Phone:	(408) 299-5779
<input type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on				
<input type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on				
<input checked="" type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract specifics				

Reason for Change:

Change in scope of service due to additional tasks

Change in contract specifics due to additional job titles and rates

and ☒ See Attachment A, B, C, and D

Original Amount	\$785,320.00	New Amount	\$1,337,095.00	Change Amount	\$551,775.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	DocuSigned by: <i>Robert Eastwood</i>	Date:	5/25/2018
Project Manager Signature:	DocuSigned by: <i>David Rader</i>	Date:	5/25/2018
Contractor Signature:	DocuSigned by: <i>Brian Boxer</i>	Date:	5/24/2018 5/25/2018
Fiscal Officer Signature:	DocuSigned by: <i>Laura Colunga</i>	Date:	5/25/2018
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

Scope of Service

Several project-related circumstances have arisen outside of the control of Environmental Science Associates (ESA) that require additional work beyond that originally scoped, necessitating Change Order 7 to Project Agreement C16P177.

Change Order 7 addresses all currently known remaining work effort and costs (including previously scoped tasks and new tasks) related to the Stanford 2018 GUP EIR as follows:

Task 1: New EIR Alternatives Analysis (New Task)

The County of Santa Clara (County) has requested the addition of two new EIR alternatives to be developed and analyzed in the Stanford 2018 GUP EIR. Task 1 addresses the work scope associated with analysis of the new EIR alternatives, including technical peer review of new sponsor analyses.

These new alternatives are anticipated to reflect an increase in the amount of on-site housing to be provided on-campus beyond that proposed under the 2018 General Use Permit. The characteristics of the new alternatives will be developed by the County in conjunction with ESA, with assistance from Stanford as directed by the County.

It is assumed that Stanford will prepare and submit several technical reports to inform the new EIR alternatives analysis, subject to peer review by the County, ESA and AECOM (a subconsultant of ESA), including:

- Transportation impact analysis providing an evaluation of traffic and transportation impacts;
- Air Quality, Greenhouse Gas (GHG) Emissions and Energy analyses, including estimated criteria air pollutants, GHG emissions, toxic air contaminants (TACs) and vehicle miles traveled (VMT);
- Population estimates, public school demand, and recreation resources analyses; and
- Water supply and wastewater demand estimates.

As was undertaken for sponsor documents prepared in support of the Draft EIR, ESA shall conduct a technical peer review of any analyses provided by Stanford for the new alternatives to document and establish the technical accuracy of the information, and to identify any apparent deficiencies, errors and omissions affecting the completeness, methodologies, findings and adequacies of the technical reports. The product of the peer review shall be summary memoranda that shall be submitted to the County for its review. These peer review memoranda shall become part of the administrative record for the EIR.

ESA shall use its in-house senior analysts to peer review the majority of technical studies described above, including those related to transportation, air quality, GHG emissions, TACs, population, utilities, and recreation.

ESA shall use AECOM, its subconsultant, to peer review the transportation technical reports prepared by Stanford for the new alternatives. It is expected Fehr & Peers (Stanford's transportation consultant) will produce three submittals on the additional alternatives; the first two submittals will address any additional assumptions or methodologies that may be necessary to analyze aspects of these alternatives that were not included in their previous analyses, such as trip generation and distribution, and the second submittal will address VMT; and the third submittal will document the analysis findings.

ESA shall present a focused quantitative comparative analysis of certain environmental topics (e.g., transportation, air quality, GHG emissions, energy, noise, population and housing, public school demand, recreation, and utilities) for the alternatives. The remaining environmental topics for the new alternatives (including visual and scenic resources, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, police and fire services) are anticipated to be addressed qualitatively. For all resources, the analysis shall be of sufficient detail to determine the degree of change in the magnitude of an impact and the need for changes to mitigation measures, compared to the evaluation of the proposed project contained in the Draft EIR. To the extent possible, ESA shall present the alternatives analysis in a summarized format.

Task 2: Prepare and Produce Recirculated Portions of Draft EIR (New Task)

Task 2 addresses the production and distribution of the Recirculated Portions of the Draft EIR.

The revision to the EIR would be limited to the EIR Alternatives and Summary chapters of the EIR. ESA anticipates only recirculation of those chapters or portions of the Draft EIR that have been modified (*CEQA Guidelines* Section 15088.5(c)). In accordance with the *CEQA Guidelines* Section 15088.5(f)(2), the document will request that reviewers limit the scope of their comments to the revised portions of the Recirculated Draft EIR. Pursuant to *CEQA Guidelines* Sections 15086 and 15105, ESA has assumed a public review period of 45 days for the Recirculated Draft EIR.

Recirculated Portions of Draft EIR Document Production Summary: ESA shall produce 50 hardcopies, 50 CDs, and a web-ready electronic copy of the Recirculated Portions of the EIR in-house and deliver to the County for distribution (with the exception of State Clearinghouse, which ESA shall deliver copies directly to, along with a copy of the Notice of Completion).

Attendance at two (2) public hearings/meetings during the public review period for the Recirculated Portions of the Draft EIR is assumed; this is accounted for in Task 6, below.

Task 3: Respond to Comments on the Draft EIR (Increased Effort)

Task 3 addresses additional level of effort and estimated ESA team costs to respond to a greater-than anticipated level of comments received on the October 2017 Draft EIR.

The original EIR scope and budget assumed there would be only a limited number of comments being received during the Draft EIR public review period; and correspondingly, ESA had included only a modest budget for responding to comments. To date, however, there have been 19 agency letters, 13 organization letters, and 183 individual letters received on the October 2017 Draft EIR. In addition, during the extended 120-day public review period, 5 public hearings/meetings were held for which the County is considering testimony received at these hearings/meetings as formal public comments on the Draft EIR (a 45-day public review period and only one public meeting were assumed in the original contract). Collectively, the unanticipated extended comment period and increased number of hearings/meetings resulted in a considerably greater-than-scoped level of comments received on the Draft EIR. Accordingly, Task 3 provides for a corresponding increase in assumed labor time to adequately respond to the level of public comment received on the Draft EIR to date.

Task 4: Respond to Comments on the Recirculated Portions of Draft EIR (New Task)

Task 4 is a new task that addresses additional level of effort and estimated ESA team costs to respond to forthcoming comments that will be received on the Recirculated Portions of the Draft EIR.

At the conclusion of the public review period for the Recirculated Portion of the Draft EIR, ESA shall bracket, organize, and discuss with the County the public comments received, and the appropriate responses and response strategies to those comments. ESA shall identify key issue responses and identify possible master responses. It is anticipated that ESA and County staff will agree on the overall approach to responding to comments and will assign specific tasks associated with the preparation of these responses.

This contract amendment assumes a level of effort based on ESA's expectation that comments will be focused on the new alternatives that will be the subject of the recirculated document, and that a limited number of comments will be received during the public review period for the Recirculated Portions of the Draft EIR, and furthermore, that these comments do not raise new issues to be addressed that are outside the scope of work and do not require substantive revisions to the basic analyses contained in the EIR.

Task 5: Prepare and Produce Response to Comments Document (Increased Effort)

Given the level of comments received and required responses, the Response to Comments Document is expected to be larger (consisting of two volumes) than previously anticipated and

include comments and responses for both the October 2017 Draft EIR and the Recirculated Portions of the Draft EIR.

Response to Comments Document Production Summary: ESA shall produce 50 hardcopies, 50 CDs, and a web-ready electronic copy of the EIR Response to Comments Document in-house (containing responses for both the October 2017 Draft EIR and the Recirculated Portions of the Draft EIR) and deliver to the County for distribution (with the exception of State Clearinghouse, which ESA shall deliver copies directly to, along with a copy of the Notice of Completion).

Task 6: Project Management and Meeting/Hearing Attendance (Increased Effort)

Project management includes time for managing the team, interacting with the County, and invoicing and monitoring the project schedule. The original EIR contract (executed early November 2016) budgeted project management time assuming an approximate 60-week (14-month) duration through Final EIR certification. Through February 2018, 68 weeks (16 months) had transpired. Accordingly, additional budget is necessary for project management time that will be required moving forward through a revised Final EIR certification date. Budgeted project management time is assumed for an approximate 44-week (10-month) duration.

As with the original EIR contract, it is also anticipated that ESA will continue to attend regularly scheduled meetings with County staff, assumed to be an average of two meetings per month through the revised Final EIR certification date. Attendance is assumed to consist of 75 percent phone conference meetings and 25 percent in-person meetings.

The following summarizes the assumed ESA and AECOM (a subconsultant of ESA) future staff in-person meetings and/or public hearings involving the County and other project participants, through Final EIR certification:

- Two (2) public hearings/meetings assumed to be attended by ESA and AECOM during the public review period for the Recirculated Portions of the Draft EIR.
- Seven (7) public hearings for the Final EIR assumed to be attended by ESA and AECOM (an increase of 6 hearings over that assumed in the original contract), consisting of 4 County Planning Commission hearings and 3 County Board of Supervisors hearings.
- Up to six (6) other in-person meetings between and County staff, applicant and/or other project participants, as requested by the County (one in-person meeting per month, assuming an overall duration of approximately 10 months).

Task 7: AECOM Attendance of Public Meetings/Hearings During Public Review Period for Draft EIR (October 2017 through January 2018)

The County requested AECOM, a subconsultant of ESA, to attend seven (7) public meetings/hearings on the Draft EIR that occurred between October 2017 and January 2018.

Prior to the first meeting, AECOM worked with County Planning staff, Stanford staff and staff from Fehr & Peers (Stanford's transportation consultant) to update a PowerPoint presentation for use at certain meetings they attended. This task was not covered in the existing EIR contract.

Schedule

A preliminary approximate schedule of March 2018 through December 2018 is estimated in Attachment B – Schedule for Recirculated Portions of Draft EIR and Response to Comments Document. Factors that can affect the schedule are the timely availability of required project information from Stanford and the County; the potential for additional issues to be raised during the public scoping period for the Recirculated Portion of the Draft EIR that may require new analysis; the level and nature of public comments received during the public review period for the Recirculated Portions of the Draft EIR; and the review time by the County of submitted work products.

Cost

The maximum financial obligation shall not exceed \$551,775.00. ESA shall be paid for work performed as described in the scope of service. See Attachment C – Labor Detail and Expense Summary for more information regarding the cost.

Attachment B

SCHEDULE FOR RECIRCULATED PORTIONS OF DRAFT EIR AND RESPONSE TO COMMENTS DOCUMENT

Party	RECIRCULATED DRAFT EIR (through Public Review Period)			Response to Comments Document (through Publication)		
	Task	Duration	Date	Task	Duration	Date
Stanford	Provide <i>Draft</i> Memos for: Trip Gen/Distribution, VMT Calcs		March 2			
				ESA submits bracketed comments received on October 2017 DEIR to County/Stanford		March 5 or sooner
ESA/AECOM	Peer Review of PD/Trip Gen/Trip Dist/VMT	1 week	March 9			
Stanford	Provide <i>Draft</i> Memos for: Parks/Rec, Water/WW, School, Pop/Hsg reports		March 16			
ESA	Peer Review of Parks/Rec/Water-WW/Schools/Hsg	1 week	March 23			
Stanford	Provide <u>Final</u> Memos for: Parks/Rec, Water/WW, Schools, Pop/Hsg reports		March 30			
Stanford	Provide <i>Draft</i> Memos for: Transportation Impacts, AQ, GHGs, Energy		April 6			
ESA/AECOM	Peer Review	1 week	April 13			
Stanford/ County				Stanford/ submits requested technical input from F&P, Ramboll, etc. for Responses to Comments County submits their assigned responses		On or before April 16 (and sooner if it is available)
Stanford	Provide <u>Final</u> Memos for: Transportation Impacts, AQ, GHGs, Energy		April 20			
ESA				ESA Submits Preliminary MMRP for County Review		April 30
ESA	Submit Administrative Recirculated Portions of Draft EIR to County for Review	3 wks from receipt of Final memos for Traffic/AQ/Noise/ GHG/Energy	May 11			
County	County Review of Administrative Draft Recirculated Portions of Draft EIR	1 week	May 18			
ESA	Submit Screencheck Recirculated Portions of Draft EIR to County for Review	1 week	May 25			
County	County Review of Screencheck Recirculated Portions of Draft EIR	3 workdays	May 30			
County				County submits comments on Preliminary MMRP		May 30
ESA	ESA resolves any final comments with County, and provides courtesy copy of Recirculated Portions of Draft EIR for Stanford to Review	3 workdays	June 4			
Stanford	Stanford reviews courtesy Recirculated Portions of Draft EIR	2 workdays	June 6			
County	County reviews Stanford edits and provides approved Stanford edits to ESA	1 workday	June 7			
ESA	ESA incorporates Stanford edits, and produces and distributes Recirculated Portions of Draft EIR to County	2 workdays	June 11			

Party	RECIRCULATED DRAFT EIR (through Public Review Period)			Response to Comments Document (through Publication)		
	Task	Duration	Date	Task	Duration	Date
Public Review	Public Review Period of Recirculated Portions of Draft EIR	45 days	June 12-July 26			
ESA				ESA Submits Administrative RTC on October 2017 Draft EIR only (but not recirculated DEIR comments) to County for review		June 7
County				County Review of Admin RTC on October 2017 Draft EIR only (but not recirculated DEIR comments)	3 weeks	Jun 29
ESA				ESA submit SC RTC on October 2017 DEIR	3 weeks	July 20
County				County Review of SC RTC on October 2017 Draft EIR only (but not recirculated DEIR comments)	1 week	July 27
ESA				ESA submits bracketed comments received on Recirculated Portions of Draft EIR to County/Stanford	1 ½ weeks from end of Recirculated DEIR public review period	August 6
Stanford/County				Stanford submits requested technical input for Responses to Comments on the Recirculated Portions of the Draft EIR County submits their assigned responses		August 16 or sooner
ESA				ESA submits Admin. RTC on Recirculated Portions of Draft EIR	5 weeks from end of Recirculated DEIR public review period	August 31
County				County Review of Admin. RTC on Recirculated Portions of Draft EIR	1 week	September 7
ESA				ESA resolves any final comments with County, and provides courtesy copy of Final EIR to Stanford for review	4 workdays	September 13
Stanford				Stanford reviews courtesy copy of Final EIR	2 workdays	September 14-17
County				County reviews Stanford edits and provides approved Stanford edits to ESA	1 workday	September 18-19
ESA				ESA incorporates Stanford edits, and produces and distributes Final EIR to County	3 workdays	September 20-24
				First Planning Commission Meeting on Final EIR		September 27

Attachment D

STANFORD 2018 GUP EIR STAFF BILLING RATES

Title	Billing Rate
Senior Director III	\$255
Project Manager	\$225
Technical Leader	\$220
Director III	\$224
Director II	\$224
Quality Reviewer	\$215
Senior Technical Associate III	\$203
Senior Managing Associate III	\$182 – \$203
Deputy Project Manager	\$175
Managing Associate II	\$166 – \$182
Managing Associate I	\$156
Senior Scientist	\$150
Senior Associate III	\$146
Planner IV	\$140
Senior Associate II	\$135
Senior Associate I	\$130
Associate III	\$120
Senior Planner	\$120
Project Technician III	\$114
Junior Planner	\$100
Senior Environmental Scientist	\$100
Project Technician I	\$99
Administrator	\$75

**Project Agreement #C16P177
CHANGE ORDER #8
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	8/21/2018	Requestor:	David Rader	Phone:	(408) 299-5779
<input type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on				
<input type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on				
<input checked="" type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract specifics				

Reason for Change:

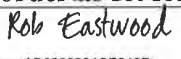
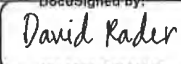
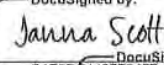
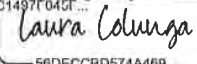
Change in Scope of Service due to additional tasks.

Change in contract specifics due to additional job titles and rates.

and ☒ See Attachments A & B

Original Amount	\$1,337,095.00	New Amount	\$1,344,185.00	Change Amount	\$7,090.00
-----------------	----------------	------------	----------------	---------------	------------

County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	 <small>AD0368294CE042B... DocuSigned by:</small>	Date:	8/22/2018
Project Manager Signature:	 <small>70AA501202DD4D8... DocuSigned by:</small>	Date:	8/22/2018
Contractor Signature:	 <small>C4E0DD1497F045F... DocuSigned by:</small>	Date:	8/23/2018
Fiscal Officer Signature:	 <small>56DECCBD574A469...</small>	Date:	8/23/2018
OBA Approval:	Not Applicable (no county funds involved)	Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)	Date:	

Attachment A

AECOM – July 27, 2018 – GUP transportation scope draft amendment #4 Peer Review of TIA Revisions, Response to Technical Questions (as needed)

PROJECT UNDERSTANDING

This proposed scope amendment addresses two anticipated tasks that have arisen as the FEIR nears completion:

First, Stanford/F&P will be submitting an updated TIA reflecting revisions from the lane number change on Page Mill Road in the model and other minor correction to errors identified by Stanford/F&P in the original TIA. These revisions need to be peer reviewed. The peer review will be limited to the changes made in updated TIA (which will be shown in track changes) and not any of the original discussion.

Second, the County would like AECOM to be available on an as needed basis to respond to questions the County may have regarding specific transportation technical issues in the Response to Comments Document and/or in preparation for upcoming public meetings. Since the need and extent of this assistance is not yet known, we have assumed a number of hours as a placeholder.

STAFFING

AECOM's current Project Manager, Greg Gleichman, will continue in that role for these additional tasks. Nichole Seow, our current Deputy Project Manager and primary technical reviewer, will continue in those roles. Michael Cornfield, will be available to assist with these new tasks as necessary.

PROJECT APPROACH

For the first task, AECOM will conduct peer review of the revisions included the updated TIA report prepared by Fehr & Peers. The revisions will be identified in a track changes version of the updated TIA.

For the second task, AECOM will work at ESA's direction to prepare responses to questions from the County.

Task 7.01 Peer Review of TIA Revisions

AECOM expects that Fehr & Peers will produce a track changes version of the updated TIA which will be submitted by Stanford to the County in draft form. AECOM will prepare a peer review memo for the County with comments and identification of any additional changes that may be needed. If AECOM identifies the need for changes, Stanford will revise the report as appropriate and resubmit it. AECOM will review the second submittal to verify that the issues raised in our initial peer review have been addressed and will prepare a second peer review memo documenting our findings. If, at this point, there are differences of opinion between AECOM and Fehr & Peers, County staff will determine if further refinement by Stanford is required.

Attachment A

Deliverables: Peer review memo for the revisions shown in the Draft Updated TIA, and if necessary, peer review memo for the edited revisions shown in the Final Updated TIA.

Task 7.02 Response to Technical Questions (as needed)

Working through ESA, AECOM will prepare responses to questions raised by County staff regarding specific transportation technical issues in the Response to Comments Document and/or in preparation for upcoming public meetings.

Deliverables (as needed): Responses to technical questions.

SCHEDULE

Peer Review: AECOM expects that our peer review will begin in late July 2018 and continue for about one week. If necessary, the second round of peer review would occur in early August.

Response to Technical Questions (as needed): This work could occur at times within the next 4 to 5 months.

BUDGET

Task 7.01 Peer Review of TIA Revisions

We have estimated that preparation of the peer review memo(s) will cost \$1,430 including \$20 of ODCs, as shown in the attached table.

Task 7.02 Response to Technical Questions (as needed)

For budgeting purposes, it has been assumed that 30 hours may be needed to prepare responses to the County's questions. AECOM estimates the cost would be \$5,660 as shown in the attached table.

Attachment B

Stanford GUP Updated TIA Peer Review, Response to Questions DRAFT Budget Estimate 7/27/18

		Project Manager	Deputy PM	Junior Planner	Admin		
Tasks	Description	Gleichman	Seow	Cornfield	Vasquez	Total Hours	Cost
	Rate	\$225	\$120	\$100	\$110		
7.01	Peer Review of TIA Revisions	2	8	0	0	10	\$1,410
	Other Direct Costs						\$20
	Subtotal - Task 7.01	2	8	0	0	10	\$1,430
7.02	Response to Questions (as needed)	20	6	4	0	30	\$5,620
	Other Direct Costs						\$40
	Subtotal - Task 7.02	20	6	4	0	30	\$5,660
	AECOM TOTAL	22	14	4	0	40	\$7,090

**Project Agreement #C16P177
CHANGE ORDER #9
M15P044**

CONTRACTOR INFORMATION				BILLING INFORMATION																															
Vendor Number:	1003628			Mail Invoice to:	County of Santa Clara																														
Contractor Name:	Environmental Science Associates			Agency/Dept. Name:	Department of Planning and Development																														
Name of Contact:	Paul Mitchell			Project Manager:	David Rader																														
Address:	550 Kearny Street			Address:	70 W. Hedding Street																														
Address:	Suite 800			Address:	East Wing, 7th Floor																														
City/State/Zip:	San Francisco, CA 94108			City/State/Zip:	San Jose, CA 95110																														
Telephone Number:	(415) 896-5900			Telephone Number:	(408) 299-5779																														
Taxpayer ID #:	94-1698350																																		
<p>Date: 11/05/2018 Requestor: David Rader Phone: (408) 299-5779</p> <p><input checked="" type="checkbox"/> Old expiration date. Contract <i>was</i> set to terminate on 12/31/18</p> <p><input checked="" type="checkbox"/> New expiration date. Contract will <i>now</i> terminate on 12/31/19</p> <p><input type="checkbox"/> Change in scope of service</p> <p><input type="checkbox"/> Change in contract specifics</p> <p>Reason for Change:</p> <p>Change in expiration date due to contract expiring before scope of work is completed. Although final EIR will be complete in December 2018, public hearings that ESA staff are scoped to attend will not take place until 2019. Schedules are in flux at the moment and extension to 12/31/19 is recommended.</p> <p>and <input type="checkbox"/> See Attachments A & B</p> <table border="1"> <tr> <td>Original Amount</td> <td>\$1,344,185.00</td> <td>New Amount</td> <td>\$1,344,185.0</td> <td>Change Amount</td> <td>\$0.00</td> </tr> </table> <p>County and Contract agree to a change order as set forth in this section.</p> <table border="1"> <tr> <td>Planning Manager Signature:</td> <td><small>DocuSigned by:</small> Rob Eastwood <small>AD99662946E842B...</small></td> <td>Date:</td> <td>11/6/2018</td> </tr> <tr> <td>Project Manager Signature:</td> <td><small>DocuSigned by:</small> David Rader <small>70A9A501202DD08...</small></td> <td>Date:</td> <td>11/6/2018</td> </tr> <tr> <td>Contractor Signature:</td> <td><small>DocuSigned by:</small> Brian Boxer <small>ERE1A25E40D0REU...</small></td> <td>Date:</td> <td>11/6/2018</td> </tr> <tr> <td>Fiscal Officer Signature:</td> <td><small>DocuSigned by:</small> Laura Colunga <small>36DECCBD574A069...</small></td> <td>Date:</td> <td>11/6/2018</td> </tr> <tr> <td>OBA Approval:</td> <td colspan="2">Not Applicable (no county funds involved)</td> <td>Date:</td> </tr> <tr> <td>Purchasing Manager Signature:</td> <td colspan="2">Not Applicable (no county funds involved)</td> <td>Date:</td> </tr> </table>						Original Amount	\$1,344,185.00	New Amount	\$1,344,185.0	Change Amount	\$0.00	Planning Manager Signature:	<small>DocuSigned by:</small> Rob Eastwood <small>AD99662946E842B...</small>	Date:	11/6/2018	Project Manager Signature:	<small>DocuSigned by:</small> David Rader <small>70A9A501202DD08...</small>	Date:	11/6/2018	Contractor Signature:	<small>DocuSigned by:</small> Brian Boxer <small>ERE1A25E40D0REU...</small>	Date:	11/6/2018	Fiscal Officer Signature:	<small>DocuSigned by:</small> Laura Colunga <small>36DECCBD574A069...</small>	Date:	11/6/2018	OBA Approval:	Not Applicable (no county funds involved)		Date:	Purchasing Manager Signature:	Not Applicable (no county funds involved)		Date:
Original Amount	\$1,344,185.00	New Amount	\$1,344,185.0	Change Amount	\$0.00																														
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Fiscal Officer Signature:	<small>DocuSigned by:</small> Laura Colunga <small>36DECCBD574A069...</small>	Date:	11/6/2018																																
OBA Approval:	Not Applicable (no county funds involved)		Date:																																
Purchasing Manager Signature:	Not Applicable (no county funds involved)		Date:																																

**Project Agreement #C16P177
CHANGE ORDER #10
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	08/12/2019	Requestor:	David Rader	Phone:	(408) 299-5779
<input type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on 12/31/19				
<input type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on 12/31/19				
<input checked="" type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract specifics				

Reason for Change:

An additional subconsultant, Orion Environmental Associates (Orion) has been added to the Project Agreement. Orion shall assist ESA with the review and analysis of the revised water supply assessment (WAS) for Project and housing alternatives for the Stanford GUP EIR. See Attachment A-10 for Scope of Service.

This change shall not increase the maximum financial obligation, which is \$1,344,185. Environmental Science Associates shall be fully responsible for not exceeding the maximum financial obligation.

and ☒ See Attachments A-10

Original Amount	\$1,344,185	New Amount	\$1,344,185	Change Amount	\$0.00
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	Rob Eastwood	<small>DocuSigned by:</small> <i>Rob Eastwood</i> <small>AD0388294CE042B...</small>	Date:	8/13/2019
Project Manager Signature:	David Rader	<small>DocuSigned by:</small> <i>David Rader</i> <small>70AA501202DD4D8...</small>	Date:	8/12/2019
Contractor Signature:	Brian Boxer	<small>DocuSigned by:</small> <i>Brian Boxer</i> <small>E4E1A25E40D04E0...</small>	Date:	8/12/2019
Fiscal Officer Signature:	Laura Colunga	<small>DocuSigned by:</small> <i>Laura Colunga</i> <small>56DECC8D574A469...</small>	Date:	8/13/2019
OBA Approval:	Not Applicable (no county funds involved)		Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)		Date:	

Attachment A-10

Scope of Service

Change Order 10 addresses the addition of a new subconsultant, Orion Environmental Associates (Orion) to Environmental Science Associates (ESA) for the Revised Water Supply Assessment for the Stanford General Use Permit (GUP) EIR.

Orion shall perform the following Scope of Service related to the Stanford GUP EIR:

Orion shall assist ESA in the review and analysis of the revised WSA for Project and housing alternatives for the Stanford GUP EIR.

The existing WSA (April 2017 and March 2018 supplement) for the Project and housing alternatives is being revised in consideration of recent actions by the State Water Resources Control Board that will affect the ability of the SFPUC to provide water supply to Stanford in future years in the amounts previously assumed. In December 2018, the State Water Resources Control Board adopted the Bay-Delta Plan Amendment, which requires increasing flows in the Tuolumne River, or in other words, decreasing diversions from the Tuolumne River, the major water supply source for the SFPUC's regional water system. In particular, the adoption of the Bay Delta Plan Amendment will result in severe reductions in water supply during single and multiple dry years.

Orion shall work with ESA to review Stanford's draft scope of work to update its WSA, and the draft and final revised WSA, with focus on ensuring consistency of the WSA with the SFPUC's current and ongoing water supply planning efforts. Orion shall provide written comments and consultation as requested by ESA with respect to the preparation of the WSA and to any changes to the EIR's water supply impact analysis.

Staff

Orion staff demonstrates decades of experience in analyzing water supply issues, with expertise in the regional water supply system managed by the San Francisco Public Utilities Commission (SFPUC). Specifically, Orion has managed or is currently managing six EIRs related to SFPUC water system facilities, including the program EIR for the SFPUC's water system improvement program and most recently, environmental impact analysis of the Bay-Delta Plan Amendments on the SFPUC's retail water customers. Orion President, Joyce Hsiao, shall lead the review and analysis.

Cost

Orion shall provide up to 40 hours of labor at \$225 per hour for a total maximum cost of \$9,000. This change shall not increase the maximum financial obligation, which is \$1,344,185. Environmental Science Associates shall be fully responsible for not exceeding the maximum financial obligation.

**Project Agreement #C16P177
CHANGE ORDER #11
M15P044**

CONTRACTOR INFORMATION		BILLING INFORMATION	
Vendor Number:	1003628	Mail Invoice to:	County of Santa Clara
Contractor Name:	Environmental Science Associates	Agency/Dept. Name:	Department of Planning and Development
Name of Contact:	Paul Mitchell	Project Manager:	David Rader
Address:	550 Kearny Street	Address:	70 W. Hedding Street
Address:	Suite 800	Address:	East Wing, 7th Floor
City/State/Zip:	San Francisco, CA 94108	City/State/Zip:	San Jose, CA 95110
Telephone Number:	(415) 896-5900	Telephone Number:	(408) 299-5779
Taxpayer ID #:	94-1698350		

Date:	08/19/2019	Requestor:	David Rader	Phone:	(408) 299-5779
<input type="checkbox"/>	Old expiration date. Contract <i>was</i> set to terminate on 12/31/19				
<input type="checkbox"/>	New expiration date. Contract will <i>now</i> terminate on 12/31/19				
<input checked="" type="checkbox"/>	Change in scope of service				
<input checked="" type="checkbox"/>	Change in contract specifics				

Reason for Change:

Change in Scope of Service: Additional tasks are required of AECOM, subconsultant to Environmental Science Associates (ESA) as well as a greater-than-anticipated level of effort in providing Conditions of Approval support.

Change in Contract Specifics: Contractor shall be solely responsible for its own travel and out-of-pocket expenses for all work included in this Change Order 11. Please see Attachment 11.2 Travel Claims for Contractors.

and ☒ See Attachments A-11, A-11.1 and A-11.2

Original Amount	\$1,344,185	New Amount	\$1,448,474	Change Amount	\$104,289
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County and Contract agree to a change order as set forth in this section.

Planning Manager Signature:	Rob Eastwood	<small>DocuSigned by:</small> <i>Rob Eastwood</i>	Date:	8/20/2019
Project Manager Signature:	David Rader	<small>AD0368294CE042B... DocuSigned by:</small> <i>David Rader</i>	Date:	8/19/2019
Contractor Signature:	Brian Boxer	<small>70AA501202DD4D8... DocuSigned by:</small> <i>Brian Boxer</i>	Date:	8/19/2019
Fiscal Officer Signature:	Laura Colunga	<small>E4E1A25E40D04E0... DocuSigned by:</small> <i>Laura Colunga</i>	Date:	8/21/2019
OBA Approval:	Not Applicable (no county funds involved)		Date:	
Purchasing Manager Signature:	Not Applicable (no county funds involved)		Date:	

Attachment A-11

Scope of Service

Change Order 11 addresses the need for additional budget for AECOM, subconsultant to Environmental Science Associates (ESA) for work on the Stanford GUP EIR. Change Order 11 covers a greater-than-anticipated level of effort by AECOM in providing Conditions of Approval support and out-of-scope tasks and deliverables including preparation meetings at the County, and additional memos on Average Daily Traffic (ADT), reverse commute, effectiveness of Transportation Demand Management (TDM) measures and trip credits. Additionally, Change Order 11 includes an ESA budget augment for conducting peer review of four AECOM memos and project management.

Project

The Stanford General Use Permit (GUP) proposes phased development of a maximum of 2,275,000 square feet of academic development to be considered for approval in 25% increments and not more than once every 5 years. AECOM has worked closely with the County to help recommend a three-tier system from Transportation: Tier 1—no net new commute trips during peak hour/direction and peak period; Tier 2—set reverse commute trips baseline during peak hour and peak period and avoid baseline exceedance; and, Tier 3—limit growth in average daily traffic (ADT).

AECOM has continuously worked for the County on Stanford University traffic and transportation issues since the current GUP was analyzed in 1999. AECOM prepared the traffic analysis of the 1999 Community Plan and GUP application and wrote the Transportation and Circulation chapter of the EIR. As part of the trip monitoring contract, AECOM routinely performs peer reviews of traffic analyses for major Stanford development projects. This project involves peer reviews of all transportation-related documents, attending meetings to support the County and its other consultants in answering the questions of the community, and collaborating with the County in the projection of the transportation Conditions of Approval.

The GUP and EIR were approved on June 27, 2019 with modified Conditions of Approval with referrals regarding reverse commute and ADT. This expanded scope of service represents the next steps for the County authorizing Stanford's new development for the next 20 years.

Staff

AECOM's Lilia Scott, shall continue in the role of Project Manager, Nichole Seow, Deputy Project Manager and Primary Technical Reviewer, shall continue in those roles, and Jonathan Ahn, Planner, who also supports the Stanford monitoring contract, shall be available to assist with tasks as necessary.

Project Scope

This proposed scope amendment addresses three anticipated tasks that have arisen with the completion of the Stanford General Use Permit (GUP) TIA and DEIR, and the referrals associated with the approval of the Conditions:

Task 1

AECOM Project Manager and/or Deputy Project Manager shall attend Board meetings and shall be prepared to participate in presentations to the Board. As the County's transportation consultant for the GUP, attendance to the Board meetings is required to listen to comments, help answer questions, and potentially participate in the presentation. At least four on-site meetings in preparation for the Board meetings is anticipated; the budget associated with this scope assumes five meetings. Attendance at up to four Board meetings is anticipated and budgeted under this project.

Task 2

(Retroactive Task)

AECOM provided ongoing support to County staff in the development of the Conditions of Approval throughout the month of June 2019 in the form of meetings, teleconferences, and document revisions.

Task 3

The Planning Commission approved the Conditions with reservations regarding reverse commute and average daily traffic (ADT). Under the direction of the County, AECOM shall provide technical memorandums and preliminary recommendations on the following topics which have been under discussion regarding monitoring of the University's traffic under the new GUP:

- Average Daily Traffic – what is its significance, how it could be monitored, what the threshold should be and why, etc.
- Reverse Commute -- what is its significance, how it could be monitored, what the threshold should be and why, etc.
- Effectiveness of TDM Measures Stanford can increase – specific recommendations supported by data regarding how Stanford can increase its TDM efforts towards reducing its traffic impacts.
- Trip Credits – how Stanford should be given credit for shifting trips that are not crossing the cordon but still benefit the surrounding community.

Deliverables

AECOM shall produce up to four memos regarding ADT, reverse commute, TDM measure effectiveness, and the role and use of Trip Credits as described above.

Schedule

Change Order 11 work began in June 2019 and is assumed to be complete by the end of December 2019. Individual meetings shall take place on an as-scheduled basis including preparation meetings and Board meetings. Individual technical memorandum deliverables are due on an as- completed basis in collaboration with County staff periodically throughout this interval.

Cost

See Attachment A-11.1 and A-11.2. Per the County's request, the budget includes \$5,000 in other direct costs that will not be billed. Thus, billing rates have been adjusted to absorb these additional expenses.

Attachment A-11.1

Budget

Stanford GUP Support		Estimated Labor Hours					Total Hours	Total Cost
Tasks	Description	Project Manager	Deputy PM	Planner	Director & Quality	Tech/ Admin		
	Rate	\$200.00	\$150.00	\$130.00	\$225.00	\$125.00		
1	Project Management - AECOM Labor							
	Project Management (assumes 7 more months)	14	7			20	41	\$6,350
2	Meetings and Preparation							
	At least 4 preparation meetings at County Offices (assume 5)	30	30				60	\$10,500
3	Deliverables							
	Conditions of Approval Support (actual)	76	68.5				144.5	\$25,475
	Average Daily Traffic	20	20	20	4	4	68	\$11,000
	Reverse Commute	20	20	20	4	4	68	\$11,000
	Effectiveness of TDM Measures Stanford can increase	20	20	20	4	4	68	\$11,000
	Trip Credits	20	20	20	4	4	68	\$11,000
	Other Direct Costs -- includes up to \$5000 in non-billable ODCs							
	AECOM TOTAL	200	185.5	80		36	517.5	\$86,325
	ESA Budget Augment (Peer review and Management of Project)							\$17,964
	TOTAL							\$104,289

Attachment A-11.2 Travel Memo for Contractors

County of Santa Clara

Finance Agency

County Government Center
70 West Hedding Street, East Wing 2nd floor
San Jose, California 95110-1705
(408) 299-5205 FAX 287-7629



Date: April 22, 2019

To: Department & Agency Heads
Department Fiscal Officers

From: Alan Minato, Finance Director ^{DS} *AM*
Miriam Singer, Chief Procurement Officer ^{DS} *MS*

Subject: Travel Claims for Contractors/Vendors

Effective July 1, 2019, contract provisions that allow travel claims to be submitted for contractors/vendors will not be included in any new County contracts. Departments that believe travel reimbursements should be covered by the County may consider incorporating those expenses in the contract fees/rates charged by the contractors/vendors at the time of negotiations. This change is effective for all new agreements with contractors/vendors approved as of July 1, 2019. All solicitations that have been advertised or will be advertised before then should be reviewed carefully to ensure consistency with this process.

If you have any questions concerning this change, please contact George Doorley at george.doorley@fin.sccgov.org.

cc: James Williams, County Counsel
Steve Mitra, Assistant County Counsel
Executive Leadership
Alice C. Bailey, Director of Procurement
George Doorley, Assistant Controller-Treasurer

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: Environmental Science Associates
(As Displayed In SAP)

Purchase Order Number: 4400007402

Agency/Department Name: Department of Planning and Development Department Number: 260

Brief Description of Services: Preparation of a Supplement to the 2009 Sustainable Development Study for Stanford University

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: \$ 98,169.00

Term of Agreement

Start Date: 2/1/2018 End Date: 12/31/2018

Note: When left blank, start date will be the date executed by Authorized County Representative

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	260	5255100	1181	98169.00		100156
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Environmental Science Associates		
Contact Person:	Brian D. Boxer		
Street Address *:	2600 Capitol Ave., Ste. 200		
City *:	Sacramento	State: CA	Zip: 95816
Telephone number *:	(916) 231-1270		
Email Address *:	bboxer@esassoc.com		
SCC Vendor Number: (As Assigned in SAP)	1003628		

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency/Department:	Department of Planning and Development		
Program Manager/ Contract Monitor Name:	Kirk Girard		
Street Address:	70 W. Hedding Street, East Wing, 7th Floor		
City:	San Jose	State: CA	Zip: 95110
Telephone Number:	(408) 299-6741		
Fiscal Contact (Accounts Payable Contact):	Laura Colunga		
Contract Preparer:	Sheila Peralta		



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	<small>DocuSigned by:</small> <small>E2D0B8695D1C4D1...</small>	Date: 1/24/2018
County Agency/Department Fiscal Officer:	<small>DocuSigned by:</small> <small>56DECCBD574A469...</small>	Date: 1/24/2018
County Counsel Approval as to Form and Legality: (Signature required on <i>all</i> contracts before execution by Contractor and County Authorized Representative)	<small>DocuSigned by:</small> <small>787774F67F8346C...</small>	Date: 1/22/2018
Contractor:	<small>DocuSigned by:</small> <small>E4E1A25E40D04E0...</small>	Date: 1/23/2018
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)		Date:
Office of the County Executive: (Signature required when Board approved contract by a delegation of authority)		Date: 2/1/18
Attest Clerk of the Board:		Date:
(Signature required when Board approved contract)		



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**

No

Training: Will the County instruct the contractor on how to do the job or pay for external training?

No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?

Yes

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?

No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.

No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?

No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**

No

Bus Lic. # 2119102210

Issued by: City of San Jose

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.

No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.

No

If at least 5 of the above questions were answered "**NO**", Contractor is an **Independent Contractor**.



If 5 or more of the above questions were answered "**YES**", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.



Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: DS
BB

Dept. Fiscal Officer's Signature: DS
U



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☒ See Attachment: A, B incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Environmental Science Associates shall use all knowledge and expertise in the completion of services identified in the scope of service. Environmental Science Associates represents and maintains that it is skilled in the professional calling necessary to perform the services. Environmental Science Associates warrants that all employees shall have sufficient skill and experience to perform the services assigned to them.

Or ☐ See Attachment: ☐ incorporated by this reference.

D. PAYMENT SCHEDULE

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐
No ☒

The maximum financial obligation shall not exceed \$98,169.00. Environmental Science Associates shall be paid for work performed as described in the scope of service. Environmental Science Associates shall submit invoice slips that include the name and title of staff, hours worked per invoice, hourly rate, total invoiced amount for the invoiced period, cumulative total of previously billed invoices, and remaining funds (minus current invoice).

See Attachment C for the hourly rates of Environmental Science Associates.

Or ☐ See Attachment: ☐ incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. NON-DISCRIMINATION

✓

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

Alternate Non-Discrimination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

I. TERMINATION

✓

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

– OR –

Alternate Termination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.

T. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) **Prior Judgments against Contractor and/or its Subcontractors:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) **Judgments During Term of Contract:** If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) **County's Right to Withhold Payment:** Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) **Material Breach:** Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) **Notice to County Related to Wage Theft Prevention:** Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

U. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | 2.25% 10 Net 45 (provides 35 days of cash acceleration) |
| <input type="checkbox"/> | 2.00% 15 Net 45 (provides 30 days of cash acceleration) |
| <input type="checkbox"/> | 1.75% 20 Net 45 (provides 25 days of cash acceleration) |
| <input type="checkbox"/> | 1.33% 25 Net 45 (provides 20 days of cash acceleration) |
| <input type="checkbox"/> | 1.00% 30 Net 45 (provides 15 days of cash acceleration) |
| <input checked="" type="checkbox"/> | Net 45 (full payment) |

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of



COUNTY OF SANTA CLARA SERVICE AGREEMENT

a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more (“Direct Services Contract”), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

✓	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	B-3A Architects and Engineers Service Contracts
	Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	Yes
Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.	No
Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.	No



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?
If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)


A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)



Exhibit Name(s)

Attachment C - Environmental Science Associates Hourly Rates

The Exhibits named above are attached and incorporated by this reference.

Attachment A

Scope of Service

Environmental Science Associates shall prepare a Supplement to the 2009 Sustainable Development Study for Stanford University (Supplement). The Supplement shall analyze the long-term development potential of Stanford Lands in unincorporated Santa Clara County and identify potential constraints to development associated with resources, transportation, housing, public services or utilities limitations. The Supplement shall provide a land capacity and constraints analysis for Stanford's Lands within the unincorporated Santa Clara County, which shall serve as background reference information to assist decision makers with consideration of a proposal to allow additional development at Stanford University through the 2018 General Use Permit application process. The University has stated that it has no development planned beyond the current planning horizon (2035) of its proposal for a 2018 General Use Permit; therefore, the Supplement shall address hypothetical development capacity for Stanford campus lands beyond 2035 based on benchmark data from other research universities and provide discussion of limiting factors on future growth.

Development Capacity Analysis

An objective of the 2009 Sustainable Development Study (SDS) for Stanford University was to "identify the maximum planned buildout potential for all of Stanford's unincorporated Santa Clara County land, demonstrate how development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development." To accomplish this objective, the 2009 SDS identified a 2035 planning horizon and evaluated if there was sufficient capacity within the academic growth boundary of the campus to accommodate development assuming three theoretical growth projections ranging from two million to five million square feet of academic facilities and housing within the planning horizon. The 2009 SDS assumed a development density for future development comparable to the density achieved in recently completed projects. The 2009 SDS demonstrated sufficient capacity within the academic growth boundary to accommodate the highest growth rate scenario through 2035.

The Supplement shall further this analysis and identify:

1. The existing zoning restrictions on Stanford lands in unincorporated Santa Clara County that impose density limitations would apply;
2. The average and range of densities (Floor Area Ratio – building sq. ft./land sq. ft.) of existing development within Stanford lands in unincorporated Santa Clara County for each of these categories (1) academic, (2) academic support, and (3) housing facilities;

3. Development densities (Floor Area Ratio) from other research university campuses (benchmark densities);
4. A range of hypothetical densities (maximum, medium and low) within the Academic Growth Boundary of Stanford University based on benchmark densities from other research university campuses and the development capacity of Stanford University lands within unincorporated Santa Clara County;
5. Land use strategies employed by other research universities to achieve the benchmark densities, and estimates the corresponding acreages within the Academic Growth Boundary on the Stanford campus where such strategies theoretically could be employed;
6. Hypothetical development capacity ranges based on maximum, medium, and low benchmark densities and the theoretical application of the land use strategies employed by other research universities to the corresponding acreages on the Stanford campus; and,
7. Years to achieve hypothetical development capacities based on discretionary approvals issued by the Santa Clara County to Stanford University from January 1, 1998 to December 31, 2017.

The development capacity analysis is intended to identify the hypothetical maximum planned buildout potential for all of Stanford's lands in unincorporated Santa Clara County.

Constraint Analysis

Given the hypothetical development capacities determined in the capacity analysis, the Supplement shall identify:

1. Stanford campus trends in energy consumption, greenhouse gas emissions, water use, wastewater generation and solid waste generation based on historic and current data;
2. Other factors that might cause Stanford to slow its growth, such as its future desires about the character and size of the University, changes to educational systems, and changes to nationwide funding and priorities for research;
3. Community infrastructure factors that might limit growth and discuss how these might slow or limit growth, including; transportation, housing, public services and utilities; and,
4. How factors could change in the future due to technological advancements or other changes in condition.

Together, the development capacity analysis and constraint analysis are intended to serve as an informational report for the 2018 General Use Permit application.

Deliverables

1. The preparation of an annotated outline of the Supplement.
2. Preparation of an administrative draft of the Supplement for review and comment by the Santa Clara County, Department of Planning and Development (Department) staff.

3. Based on comments from the Department staff on the administrative draft, preparation of a screencheck draft of the Supplement for review and comment by Department staff.
4. A final version of the Supplement for Santa Clara County staff.

Meetings

Environmental Science Associates shall work with Stanford University to obtain specific data, attend approximately four in person technical meetings with the Santa Clara County and Stanford staffs, and attend up to five meetings of the Community Resource Group, Planning Commission, and Board of Supervisors.

Timeline

April 16, 2018: Administrative draft of the Supplement provided to Santa Clara County

May 16, 2018: Screencheck draft of the Supplement provided to Santa Clara County

June 18, 2018: Final version of the Supplement completed and provided to Santa Clara County

Attachment B

SUSTAINABLE DEVELOPMENT STUDY STANFORD UNIVERSITY

DECEMBER 2008





County of Santa Clara

Department of Planning and Development
Development Services Office

County Government Center, East Wing
70 West Hedding Street, 7th Floor
San Jose, California 95110
(408) 299-5700 FAX (408) 270-8537



November 3, 2008

The Stanford General Use Permit (GUP) and the Stanford Community Plan (SCP), adopted in 2000, require that Stanford complete and submit a Sustainable Development Study (SDS) covering all of its unincorporated lands prior to the County accepting applications for the second half of academic development allowed under the GUP. The SCP required Stanford to cooperate with the County in preparation of this document, and to address specific items and issues identified in the SCP. Once deemed adequate by the County Planning Office, the SDS is required to be presented to the Stanford Community Resource Group, then forwarded to the Planning Commission for a recommendation, and finally, reviewed and approved by the Board of Supervisors.

The Stanford Community Plan states that the SDS is to be a planning study, that demonstrates how future development could be accommodated on the University campus and to ensure that growth under the 2000 GUP and future growth patterns are consistent with quality planning practices and the County's planning objectives. The SCP makes it clear, however, that the County's approval of the SDS, shall in no way be construed as the County's agreement to or approval of the amount, type or location of development described in the study. The study does not modify the 2000 GUP or the conditions of approval.

In preparing the SDS, Stanford regularly consulted with the County, and has included in the document consideration of all specific items and issues required. The SDS should prove to be a valuable tool in informing future development of the academic campus, preventing sprawl into the hillsides and in resource protection.

On October 31, 2008, the Planning Office deemed the SDS document adequate. Tentative dates for public review and consideration of the SDS are as follows:

Community Resource Group	11/13/08 7:00 PM	Palo Alto Art Center	1313 Newell Road, Palo Alto
Planning Commission	11/20/08 7:00 PM	Palo Alto Art Center	1313 Newell Road, Palo Alto
Board of Supervisors	12/09/08 2:00 PM	Board Chambers, County Government Center	70 W. Hedding Street, San Jose

To confirm meeting dates, times and locations, contact Marina Rush, Project Planner at (408) 299-5784 or access the County Planning Office website: <http://www.sccgov.org/portal/site/planning>.


Mrs. Jody Hall-Esser, Director
Department of Planning and Development
County of Santa Clara

JHE:mh

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- * Photo credit: L.A.Cicero/Stanford News Service
- ** Image from: The Nineteenth Century in Print: Periodicals Garden and forest. /
Volume 1, Issue 43.
- *** Photo credit: Tom Fox/SWA Group



SUSTAINABLE DEVELOPMENT STUDY CHAPTER 1: EXECUTIVE SUMMARY



Chapter 1: Executive Summary

Executive Summary

The County of Santa Clara adopted the Stanford Community Plan and approved the General Use Permit for Stanford University in 2000. Under this permit, the University may develop up to 2,035,000 additional square feet of academic facilities and 3,018 units of housing. The combined housing and academic growth is expected to reach approximately 3.5 million square feet. The General Use Permit also includes a number of requirements, one of which is the preparation and approval of a Sustainable Development Study.

The Sustainable Development Study (Study) must be approved by the County Board of Supervisors before the University applies for the second million of the approximately 2 million additional square feet of academic buildings approved in the General Use Permit. The timing of this requirement is designed to ensure that development under the permit and future growth patterns are consistent with the policies and conditions of the Community Plan and General Use Permit.

This Study is not a development proposal. It is a planning exercise required by the Stanford Community Plan that sets the stage for ongoing dialogue that will continue to shape campus growth as development proceeds under the General Use Permit and as additional development is considered in the future. Actual development proposals will continue to be evaluated for their environmental and policy impacts by the County of Santa Clara. For a schedule of public hearings regarding the Sustainable Development Study see <http://www.sccplanning.org/portal/site/planning>.

The Stanford Community Plan identifies three general components that the Study must include:

- Describe long-term growth potential for Stanford lands, demonstrate how future development will be sited to prevent sprawl into the hillsides, and provide long-term assurance of compact urban development
- Provide for long-term protection of natural and scenic resources, with a view beyond the 25-year timeframe of the Academic Growth Boundary
- Identify areas of potential future development in the Foothills

COMPACT URBAN DEVELOPMENT INSIDE THE ACADEMIC GROWTH BOUNDARY

The Stanford Community Plan establishes an Academic Growth Boundary, which divides the University's lands in unincorporated Santa Clara County into two areas: Central Campus and Foothills (figure 1.1). The Community Plan recognizes that the Academic Growth Boundary is not a permanent planning boundary, but should be in place for a long enough period to promote increased growth within the Central Campus rather than unnecessary development of land in the Foothills. The specific requirement is that the Academic Growth Boundary will remain in place for a minimum of 25 years and until the University reaches 17,300,000 square feet of academic, support, and student housing facilities.

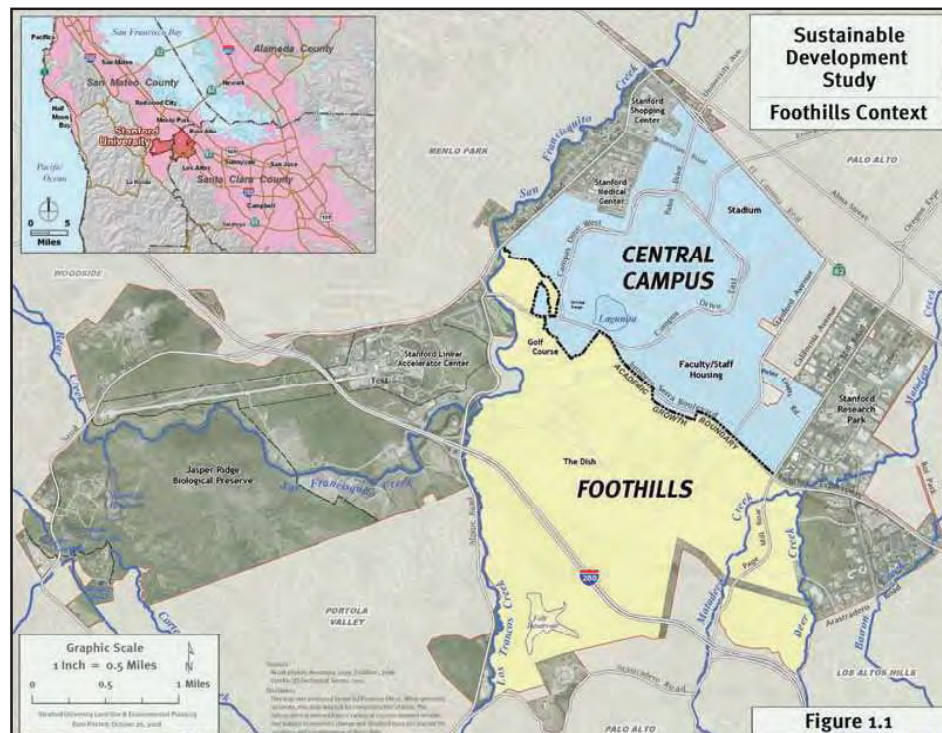


Figure 1.1 Stanford University Lands (see fold-out map)

The Stanford Community Plan states that the Study is to address resource protection with a view beyond the 25-year timeframe of the Academic Growth Boundary. Thus, the Study extends beyond 2025. But the Study recognizes that it is difficult to predict all of the demographic, educational, social, and community needs that might influence growth patterns at Stanford in the far distant future. In addition to potential changes in the ways that universities fulfill their educational missions, approaches to increasing density and societal views on how much density might be appropriate in an area change over time. For example, the University's introduction of multi-level basements and underground parking structures are a new direction in campus planning that might not have been acceptable or feasible in the past.

Accordingly, studies of this type require a planning horizon. Stanford proposed and County staff agreed to use a planning horizon of 2035 for the Sustainable Development Study. This timeframe is consistent with generally accepted periods for long-range plans. It also represents a significant extension beyond the projected completion of development under the General Use Permit in 2018, and the date for reviewing the Academic Growth Boundary in 2025. Further, this planning horizon recognizes that uncertainty increases as the horizon becomes more distant. While it might be possible to project growth rates over 50 years, 100 years, or longer, the assumptions about the likelihood of a particular growth rate and how that growth might be accommodated, grow more speculative over time. At some point, the analysis would no longer be credible and would not provide meaningful information. The 2035 planning horizon strikes a balance between the desires to provide a long-term planning framework and to produce a study that is useful.

The Sustainable Development Study assesses the potential to site future development on the Central Campus during the planning horizon. The Study presents campus planning principles to promote compact urban development, ensure efficient and environmentally responsible circulation networks, and preserve the historic quality of the campus. Under the 2000 General Use Permit, Stanford's approach has been to increase overall density through infill and redevelopment, while applying a range of densities appropriate to different areas of the campus (figure 1.2). These same principles will be employed throughout the second half of buildout under the General Use Permit.

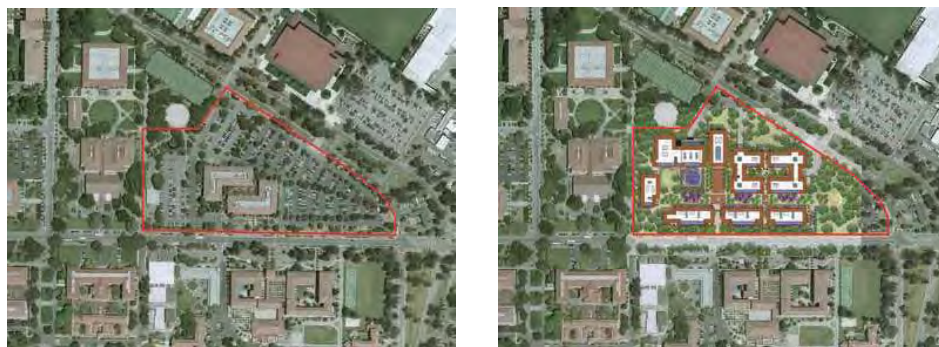


Figure 1.2 Redevelopment at higher density to promote compact development and improve landscape character: the Graduate School of Business project (currently under construction).

The Study uses these campus planning principles and a range of growth rates to model three scenarios for future development between the completion of the current General Use Permit in about 2018 and the planning horizon of 2035. The three scenarios present conceptual diagrams showing a mix of academic and housing facilities. The growth rates modeled range from 2 million square feet (115,000 sf/year) in the Minimal Growth scenario to 5 million square feet (300,000 sf/year) in the Aggressive Growth scenario. In between, the Study models a Moderate Growth Scenario of 3.5 million square feet. This scenario represents about 200,000 additional square feet per year from 2018 to 2035, and mirrors the actual growth rate at Stanford both from 1960 to 2000, and during the first half of development under the General Use Permit (figure 1.3).

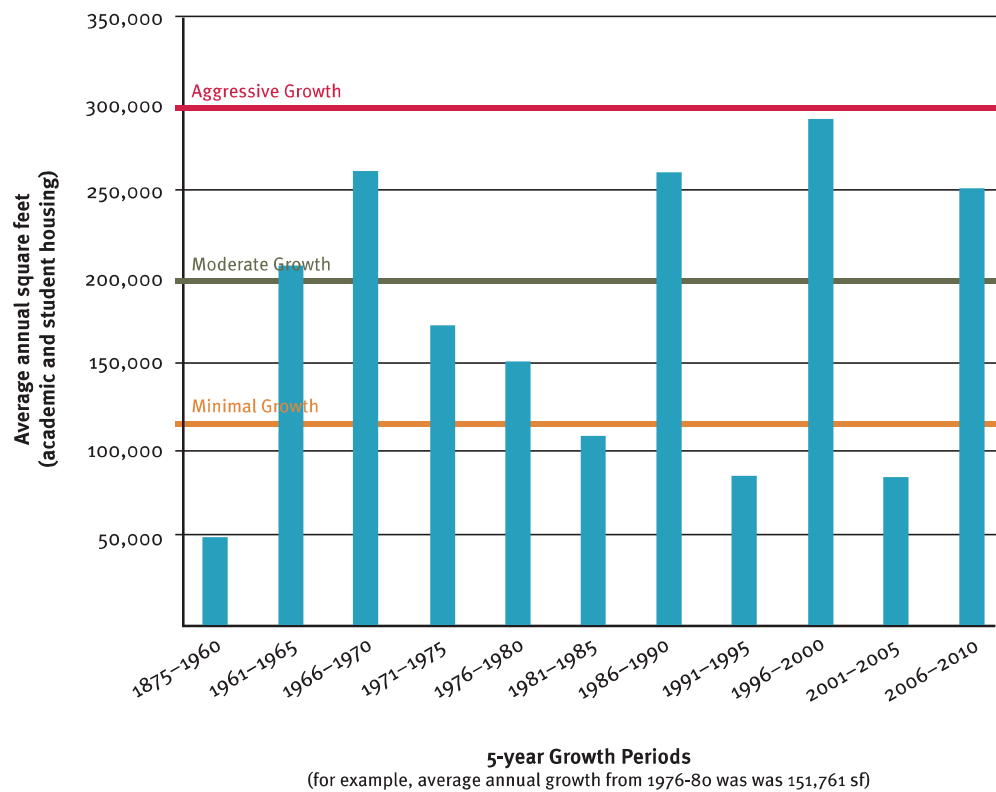


Figure 1.3 Stanford University's growth pattern over time (academic and student housing facilities)

The scenarios provide a mechanism for assessing whether campus development through the planning horizon can be accomplished without creating pressure to move the Academic Growth Boundary. The Study demonstrates that continued implementation of Stanford's campus planning principles to redevelop and renovate the campus at the densities that have been realized under the current General Use Permit would provide long-term potential development capacity. Even the largest of the hypothetical growth scenarios can be accommodated within the current Academic Growth Boundary (figure 1.4).

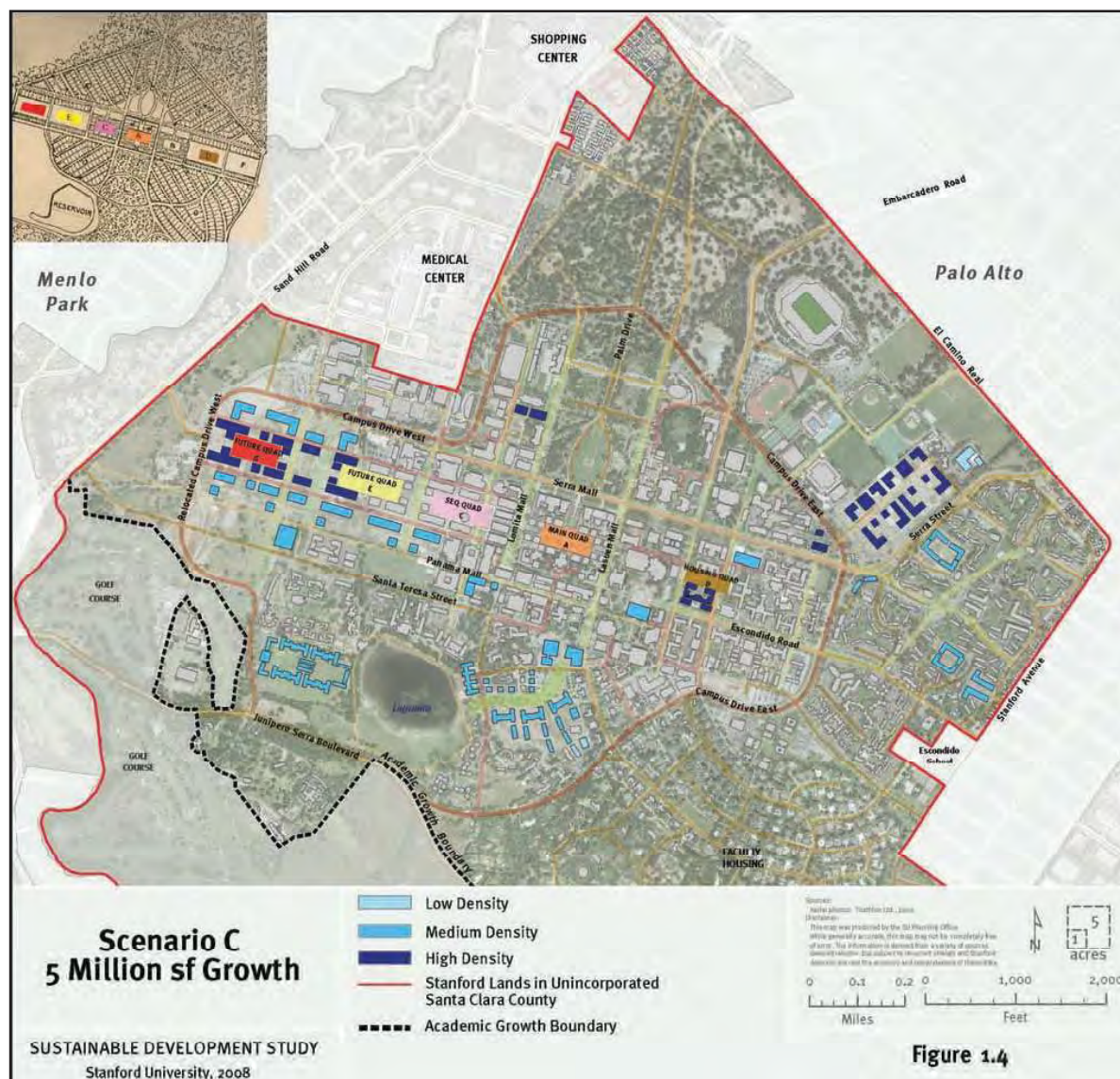


Figure 1.4 Scenario C Development Map: 5 million sf Growth

RESOURCE PROTECTION IN THE FOOTHILLS

The Study also presents planning principles for the Foothills area, designed to ensure that natural and scenic resources are protected over the long term. The Foothills include a variety of landscape types: grasslands, oak woodlands, and riparian corridors. The Foothills also host a mix of existing uses: radiotelescope “dishes,” the campus radio station, a solar observatory building, outdoor recreation features, and facilities used by agricultural tenants. The General Use Permit allows 15,000 square feet of new facilities in the Foothills. While the University has no plans to build additional facilities in the Foothills, the requirements for the Sustainable Development Study include identifying developable areas outside the Academic Growth Boundary.

The Study accomplishes this by identifying protected areas and applying a land sensitivity analysis to the remaining lands to identify natural and scenic resources and physical features (Figure 1.5).

Thematic Maps

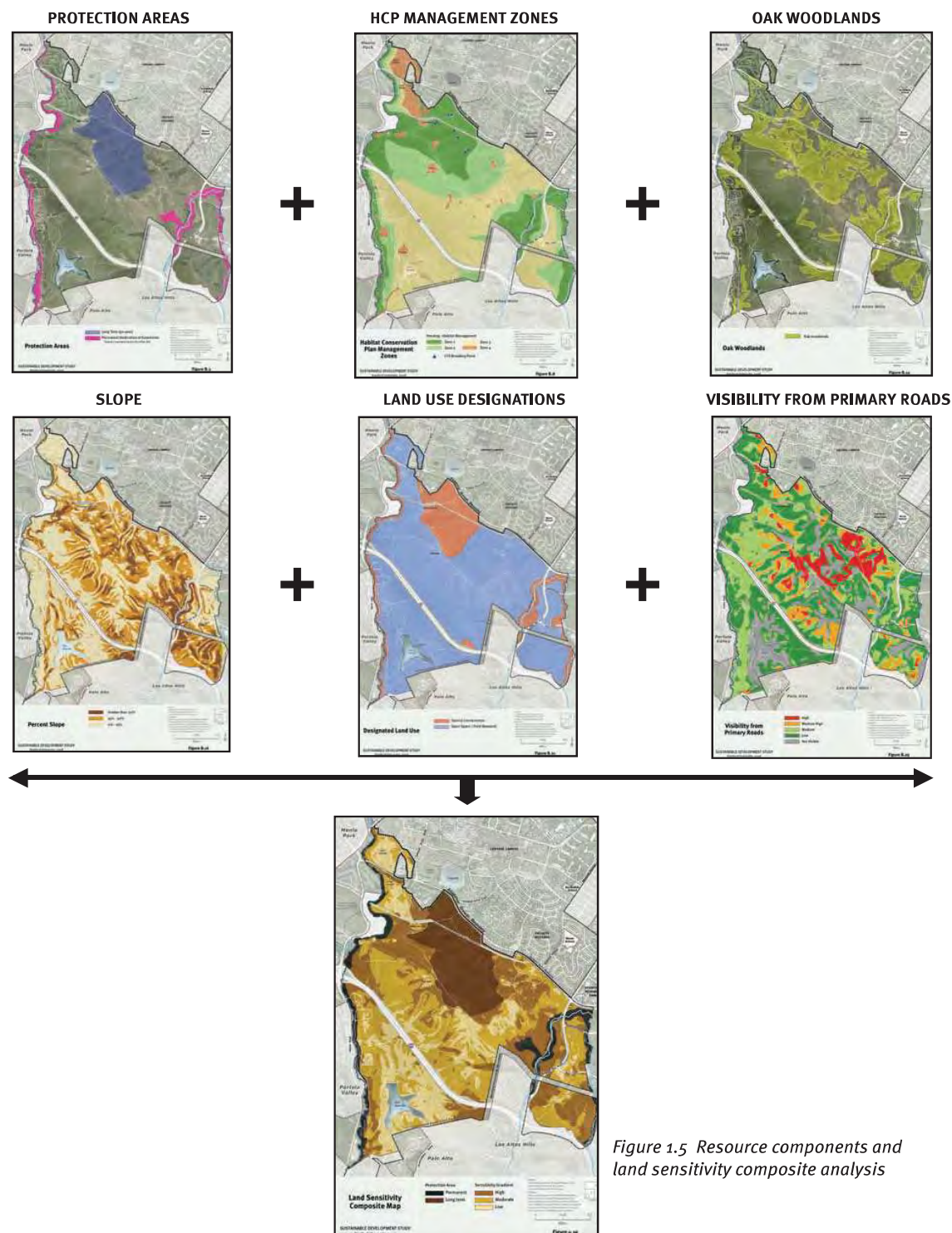


Figure 1.5 Resource components and land sensitivity composite analysis

The result of this analysis can be used in order to inform broader, planning level decisions about the use of Foothills lands (Figure 1.6). The information produced by this analysis will be used by Stanford when factoring resource conservation into its decision-making processes.

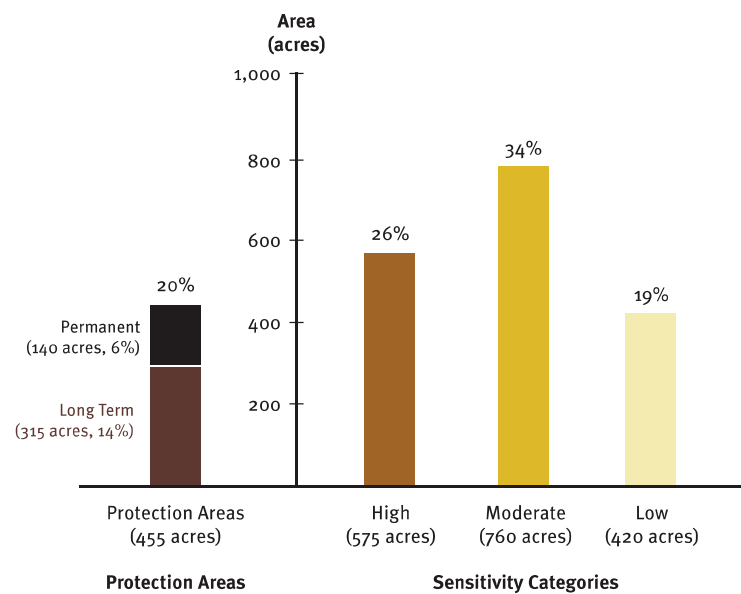


Figure 1.6 Protection Areas and land sensitivity summary chart

ENVIRONMENTAL SUSTAINABILITY PROGRAMS

The Stanford Community Plan's policies for the Sustainable Development Study are primarily focused on land use. In addition to describing Stanford's principles for promoting sustainable land use patterns inside and outside the Academic Growth Boundary, the Study discusses the University's broader environmental sustainability programs that extend beyond the Stanford Community Plan requirements. Building on the University's strong record on energy and water conservation, recycling, and support for alternative transportation, major new initiatives have been launched in these areas.

The University plays a critical leadership role in research and education concerning solutions to the global environmental crisis, and the credibility of these efforts depends in part on the success of its efforts to manage its own operations sustainably. The University has Sustainability Working Teams developing new guidelines for institutional practices in five focus areas:

- **Energy and Atmosphere:** evaluates measures for energy conservation, energy efficiency, clean energy supply and development, and implementation of campus greenhouse gas reduction targets
- **Green Building:** evaluates guidelines and standards for sustainability in new building construction, renovation, new building operation and maintenance, and building demolition and materials recovery
- **Water:** explores and evaluates measures to conserve water and advance sustainable water use on campus
- **Waste Minimization:** explores and evaluates measures to enhance sustainability through waste management, reuse, and recycling practices
- **Transportation:** explores and evaluates measures to reduce the environmental impact of University-owned, private, and commercial vehicles, as well as University-related travel by members of the campus community

The Study addresses the requirements of the Stanford Community Plan and General Use Permit to provide an analysis of the long-term future growth potential for Stanford lands and assurance of compact development that avoids sprawl into hillsides and protects natural resources. It represents Stanford's enduring commitment to sustaining educational excellence, responsible resource conservation, and balanced managed growth in a rapidly changing world (figure 1.7, 1.8).



Figure 1.7 Sustainability Fair in White Plaza



Figure 1.8 Community volunteers assist in habitat restoration efforts in the Foothills



SUSTAINABLE DEVELOPMENT STUDY CHAPTER 2: INTRODUCTION



Chapter 2: Introduction

The Sustainable Development Study (Study) is a requirement of the General Use Permit, approved in 2000 by the County of Santa Clara Board of Supervisors (2000 GUP), and is described in the Stanford Community Plan. The Study identifies planning principles that reflect the character of two regions within Stanford lands: the Central Campus and the Foothills, which are separated by an Academic Growth Boundary (Figure 2.1). The Study presents campus planning principles and conceptual development scenarios to analyze a range of potential growth rates that could be accommodated on Stanford's Central Campus. The Study also presents foothills planning principles and a sensitivity assessment to recognize and protect the sensitive resources located in the Stanford Foothills.

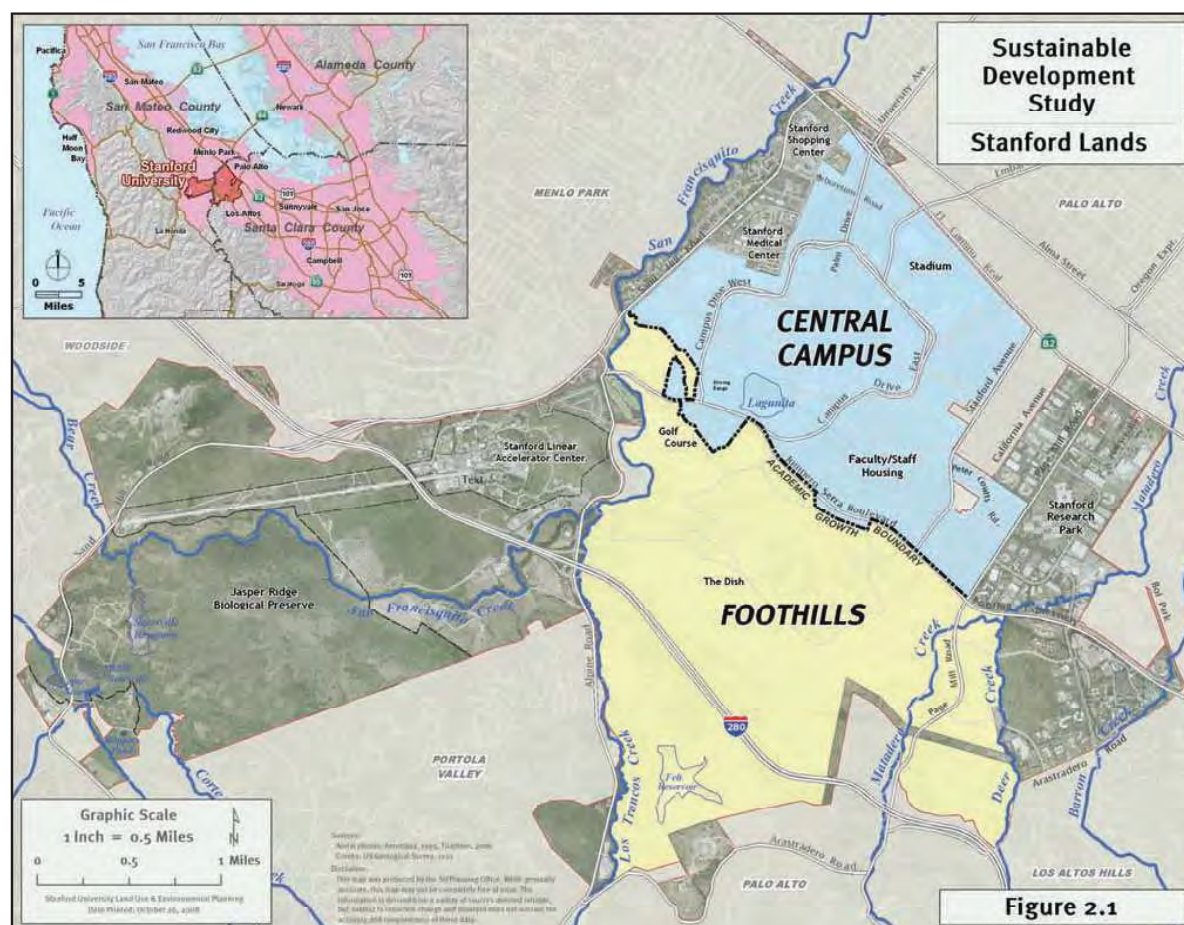


Figure 2.1 Stanford University Lands (see fold-out map)

When the Stanford Community Plan was adopted and the 2000 GUP was approved, sustainability had an urban planning focus: the development of compact, pedestrian, and transit-friendly communities, and the avoidance of sprawl into undeveloped areas. Since that time, the concept of sustainability has broadened to address a wider range of environmental issues. Therefore, the Study contains a chapter on the University's environmental sustainability programs to inform the community on these broader efforts. The basic goal of the Sustainable Development Study is to ensure that the University's growth and development proceed in a manner that is consistent with policies developed by the County of Santa Clara in the Stanford Community Plan.

Guiding Principles

Based on a basic goal of managing growth to protect quality of life, the Santa Clara County General Plan seeks to combine idealism and pragmatism in crafting policies for the future development of the County.¹ The Community Plan for Stanford University, adopted by the County of Santa Clara in 2000, applied the County of Santa Clara's policies for the future of the region, while also recognizing the University's mission. Guiding principles of the Sustainable Development Study are a synthesis of adopted County of Santa Clara principles and Stanford's own planning principles. These guiding principles include:

- Educational Excellence
- Managed, Balanced Growth
- Responsible Resource Conservation
- Managing for Uncertainty by Maintaining Flexibility

EDUCATIONAL EXCELLENCE

The Santa Clara County General Plan links economic and social well-being to educational excellence. More than 350 K-12 schools operate in the County of Santa Clara as well as 31 colleges and universities offering higher degrees.² The County of Santa Clara's vision for educational excellence for this extensive network of institutions includes:

“An educational system capable of:

- a. Enabling individuals to develop their abilities, skills, and knowledge to full potential;
- b. Enhancing each individual's sense of personal fulfillment and creativity;
- c. Enhancing the region's economic competitiveness through the development of a capable, skilled work force.”³

Stanford University was founded by Leland and Jane Stanford in 1885 “to qualify its students for personal success and direct usefulness in life ” and “ to promote the public

¹ *Santa Clara County General Plan 1995-2010, Book A, page A-11.*

² *State of California Post-Secondary Education Commission. Viewed at <http://www.cpec.ca.gov/CollegeGuide/AdvCollegeSearch.asp>, July 24, 2008.*

³ *Santa Clara County General Plan 1995-2010. Book A, page A-9.*

⁴ *Stanford University, The Founding Grant with Amendments, Legislation and Court Decrees. Published by Stanford University, 1987. Page 4*

welfare by exercising an influence in favor of humanity and civilization.”⁴ More than 16,000 Stanford alumni live and work in the South Bay Area⁵, demonstrating a direct link between the University’s educational mission and the highly skilled labor market of Silicon Valley.

A key guiding principle of the Sustainable Development Study is management of Stanford University lands in support of educational excellence. Leland and Jane Stanford’s Founding Grant included the site for the campus, along with surrounding lands intended to serve as reserves for future academic use and to produce income to support the University. Stanford’s development has closely followed the intent of its founders, and the original plan for the campus continues to shape its evolution. The strength of the vision of the University’s founders will be evident in Chapter 3, where the original plan provides a foundation for considering possible growth scenarios for the University. Stanford University is widely recognized as a center of educational excellence and for its role in the continued social and economic well-being of the County and the region. The County of Santa Clara and Stanford University have a long and successful history of cooperative planning to sustain the University’s excellence.



Figure 2.2 Roundtable discussions on global security and climate change



Figure 2.3 Students in the outdoor classroom

MANAGED, BALANCED GROWTH

The Santa Clara County General Plan states that growth is both necessary and desirable to maintain the County’s social and economic vitality. However, this growth must be carefully managed to ensure balance among land uses, critical resources, and the quality of life for County residents. Regional agencies predict continuing population growth of approximately 2 million new residents in the San Francisco Bay Area during the Sustainable Development Study period (2009-2035).⁶ A discussion of how a planning horizon was selected for the Sustainable Development Study is presented later in this chapter.

Predicting Stanford’s population growth is difficult because the demographics of a university are very different than that of the general population. However, Stanford has a long history of managed, balanced growth. The University maintains an extensive private road, pathway, and shuttle network, and provides housing and recreational

⁵ *Stanford Alumni Association WebDirectory*. Viewed at <https://pgnet21.stanford.edu/WebDirectory/search>, July 24, 2008.

⁶ www.abag.ca.gov/planning/currentfcst/summary1.html. Viewed July 24, 2008.

facilities for students, faculty, and staff. Growth in campus housing has kept pace with increases in campus academic facilities. Overall, the mix of land uses on Stanford's lands in unincorporated Santa Clara County reflects a balance among academic, housing, and support uses.



Figure 2.4 Women's Ultimate Frisbee team



Students in a classroom

The University's land use pattern at a more detailed level reflects more than a century of evolution from a rural, agricultural setting ("the Farm") to one that is compact and urban, favoring higher-density development strategically sited to preserve open space and to promote efficiency in transportation and infrastructure. Stanford began its transition to higher-density facilities in the 1990s, with a focus on the redevelopment of outdated, low-density facilities and the restoration of the quadrangles and axes of the original campus plan. A density analysis in Chapter 3 applies a well-defined set of campus planning principles to demonstrate how managed, balanced growth can continue during the study period and beyond. These principles incorporate sustainable urban planning and architectural concepts; see Chapter 5 for further discussion of the University's overall environmental sustainability program.

RESPONSIBLE RESOURCE CONSERVATION

The County of Santa Clara has a long record of leadership in efforts to control urban sprawl and to protect important natural resources. The County of Santa Clara's Community Plan for Stanford University reflects these values through the adoption of an Academic Growth Boundary (AGB) and new designations for Open Space and Field Research (OS/FR) and Special Conservation Areas (SCA). Along with implementation of the University's campus planning principles (described in Chapter 3), these planning tools promote compact development in the Central Campus while protecting sensitive areas in the Foothills.

In addition, the County of Santa Clara and Stanford are each completing Habitat Conservation Plans (HCP) to protect sensitive plants and animals and to promote habitat restoration efforts; the County's HCP covers portions of southern Santa Clara County and Stanford's covers all of its lands in Santa Clara County. Land use and resource conservation values and concerns are shared widely in the local community. These values are reflected in the planning principles for the Central Campus (Chapter 3) and the Foothills (Chapter 4).

Stanford University has launched a series of initiatives that promote environmental stewardship. Examples include the Woods Institute for the Environment, which hosts academic programs in renewable energy, land use and conservation, oceans and estuaries, and fresh water, and training programs for future environmental leaders. The Precourt Institute for Energy Efficiency was founded at Stanford in 2006 to develop and promote environmentally sensitive technologies. The Sustainable Stanford program brings this focus of resource conservation and environmental protection to managing the daily operations of the campus, including green building and landscape efforts, water and energy conservation, solid waste minimization, and transportation management programs. The Sustainable Development Study reiterates Stanford's commitment to resource stewardship and sustainable approaches to the future operation of the campus consistent with its mission and the core values it shares with the local community.



Figure 2.5 Sustainability Fair in White Plaza



Figure 2.6 Community volunteers assist habitat restoration efforts in the Foothills

MANAGING FOR UNCERTAINTY BY MAINTAINING FLEXIBILITY

At the time of this study, local housing prices are falling for the first time in two decades; climate patterns are shifting, with concomitant economic impacts; and gasoline prices, while dropping, continue to be high. How do we predict the dimensions of the regional jobs-housing balance in the future? What will parking lots look like in 20 or 30 years? Will they be needed at all? How will new technologies change the way classrooms and laboratories are used?

Looking back at major events of the past 25 years, there have been many surprising changes that neither Stanford nor the County might have predicted. In 1985, there was only one cellular phone on campus, and the Internet was a small network of computer scientists sharing program code. Ronald Reagan was beginning his second term, Nelson Mandela was still in prison in South Africa, and a world-wide oil glut forced gas prices down to \$1.20 a gallon. In 1989, the Loma Prieta earthquake caused more than \$120 million in damage to the Stanford campus and resulted in a major shift in financial resources to structural repairs and retrofitting the campus' older buildings. Looking forward to the future, Stanford and County of Santa Clara planners, and all members of the greater community can expect to be surprised repeatedly as politics, economics, natural forces, and technological changes continue to affect local quality of life.



Figure 2.7 Musicians in Sweden and at Stanford competition play together over the Internet



Figure 2.8 Winner of 2005 driverless car

Three facets of uncertainty affect the University's facilities planning. First, the unpredictability of the University's finances in terms of income sources (e.g., grants, investments, tuition, rents) and in operating expenses, both of which are closely tied to national and global economic trends, as well as to policy decisions in Washington, Sacramento, Menlo Park, Palo Alto, and San Jose. Second, the cutting edge of innovation in advanced research moves at a pace and in directions that are difficult to foresee. And third, the emergence of new technologies and expanding fields of knowledge may change the very nature of universities and the way they grow.

In 1958, Stanford had approximately 20 faculty members to cover all the various subfields of biology, most housed in a single Department of Biological Sciences. Due to the stunning growth of knowledge in the biological sciences over the past 50 years, the University now has more than 190 biologists in 10 separate departments devoted to these fields: Biology, Biochemistry, Bioengineering, Chemical and Systems Biology, Developmental Biology, Genetics, Microbiology and Immunology, Molecular and Cellular Physiology, Neurobiology, and Structural Biology. This does not count the many non-clinical scientists housed in the clinical departments of the Medical School, which have also had to expand substantially to maintain coverage of their fields. Similarly, the University now has more than 220 faculty members working on issues related to the environment, climate change and sustainability; in 1958, the University had none. Expansion of this sort is an absolute necessity if the University is to continue to provide the level and quality of research and teaching expected of a leading university.

In even broader terms, the future of higher education over the long term is difficult to predict due to rapidly changing technologies and the erosion of government financing in the educational sector. Some organizations are predicting a massive shift of students into online educational programs and away from traditional 4-year colleges, both public and private. Another variable is government funding for basic research in science and medicine, which has declined nationally and as a percentage of Stanford's operating budget. Federal grants make up 28 percent of the University's annual operating

budget (down from 36 percent 4 years ago), and more than 45 percent of Stanford undergraduates receive federal grants, loans, or work-study income. These technological and financial trends in higher education will shape the University's priorities, but it is extremely difficult to predict the outcome.

Managing for uncertainty adds both caution and excitement to the planning enterprise and creates the context and need for flexibility. Maintaining flexibility, within the framework of managed, balanced growth, is an essential underlying assumption of the Sustainable Development Study. The retention of large land areas for unknown but potentially crucial future uses has guided the historical development of the campus and will continue to shape its plans for the future.

Stanford's land reserves allow the University the flexibility to respond strategically to new directions in teaching and research. In Chapter 3, three different growth scenarios are studied and demonstrate that the University can implement its campus planning principles to site new facilities on its Central Campus within the existing AGB. In Chapter 4, the potential to site special-use facilities in the areas outside the AGB is studied. In both chapters, the specific academic initiatives that would create the need for these facilities are unknown; however, the analyses demonstrate the capacity of the lands to accept additional development.

Together with managing for uncertainty, maintaining flexibility argues against rigid categories, boundaries, or goals. One of the University's greatest strengths is the permanence of its land assets; it can make adjustments in land uses to adapt to changing circumstances. In response to uncertain future conditions, Stanford might, for example, find that demand for on-campus housing declines with the rise of telecommuting and distance learning. On the other hand, demand for on-campus housing might actually increase as regional and even local transportation networks reach capacity. The Stanford Community Plan and 2000 GUP offer considerable flexibility for Stanford to determine its academic facilities and housing program needs. As the County and the University look ahead to the future, flexibility will continue to be the key to maintaining balance among land uses, conserving critical resources, and leaving room for future decision-makers to embrace exciting new opportunities.

Purpose and Requirements

In Stanford University's Draft Community Plan and General Use Permit application (dated November 15, 1999), Stanford promoted compact urban development patterns and proposed the creation of a restrictive academic growth boundary that would be similar to urban growth boundaries (UGBs) used by cities to prevent sprawl. During the public review process, this idea was accepted, and the approved Community Plan includes an Academic Growth Boundary (AGB) located approximately along Junipero Serra Boulevard, separating the Central Campus from the Foothills.

Just as the Santa Clara County General Plan includes mechanisms for review of cities' UGBs, the Stanford Community Plan recognizes that the AGB is not a permanent planning boundary. Rather, the Community Plan states that the AGB should be in place for a long enough period to promote increased growth within the Central Campus rather than unnecessary development of land in the Foothills. The specific requirement in the Stanford Community Plan is that the AGB will remain in place for a minimum of 25 years and until the University reaches 17,300,000 square feet of academic, support, and student housing facilities within the AGB.⁷ The AGB can be modified earlier than 2025 by a 4/5ths vote of the County of Santa Clara Board of Supervisors.

The County recognized that in order to accommodate development in the Central Campus as allowed under the 2000 GUP, it would be necessary for Stanford to develop the campus at a higher density. The Sustainable Development Study required by the 2000 GUP Condition E.5 is a mechanism to review the location and manner for future development and is required to be completed prior to proceeding with the second half of allowable development. The intent of this requirement addresses concerns that development at a low density might consume land within the AGB too quickly, resulting in pressure to place academic development into the Foothills. (See Figure 2.9, for full text of the Stanford Community Plan's description of the purpose of the Sustainable Development Study.) The need for and timing of the Sustainable Development Study is reflected in the Stanford Community Plan:

“This study will be required to be completed during the time that the 2000 General Use Permit is in effect to ensure that both growth under the 2000 General Use Permit and future growth patterns are consistent with the recommendations of the study regarding the appropriate location and manner of development.”⁸

⁷ *Stanford Community Plan (SCP). Chapter 1 Growth and Development, page 13.*

⁸ *SCP.Chapter 1 Growth and Development, Strategy #2, page 17.*

Other stated purposes of the Sustainable Development Study, found in the Stanford Community Plan, similarly promote avoidance of sprawl and protection of sensitive lands:

“The Sustainable Development Study shall accomplish the following:

- Demonstrate how future development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development
- Provide for protection and/or avoidance of sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic view sheds, and geologic features such as steep or unstable slopes, and faults.”⁹

In addition, the Sustainable Development Study fulfills “the County’s desire to understand the University’s long-term development plans so that such development may accomplish the University’s academic mission in a manner consistent with quality planning practices and the County’s planning objectives. The Community Plan represents a commitment to quality stewardship of a unique regional asset.”¹⁰

⁹ SCP, Chapter 1 Growth and Development Strategy# 2, GD 12, pages 18–19.

¹⁰ SCP, Chapter 1 Growth and Development, Strategy #2, page 17.

Stanford Community Plan

Strategy # 2: Engage in Co-operative Planning and Implementation

The policies associated with this strategy articulate and reinforce the decision making and co-operative arrangements among Stanford, the City of Palo Alto and the County of Santa Clara which have been in place for several decades. These policies clearly articulate a departure from General Plan policies for other urban unincorporated areas of the county; however, because the County's intentions regarding annexation, use regulation, and service provision differ from other urban areas it is appropriate that specialized policies and consultation procedures apply to Stanford.

The 1985 Land Use Policy agreement stipulates that Stanford will provide all municipal services to unincorporated portions of Stanford lands, including contractual arrangements for services as needed. The Community Plan and new General Use Permit create a need to ensure that service use by Stanford residents and Stanford's provision or contracting of services are consistent with one another.

The policies also reflect the County's desire to understand the University's long-term development plans so that such development may accomplish the University's academic mission in a manner consistent with quality planning practices and the County's planning objectives. The Community Plan represents a commitment to quality stewardship of a unique regional asset.

To provide for consideration of these issues, Stanford will be required prepare, at its own expense and in cooperation with the County Planning Office, a Sustainable Development Study covering all of its unincorporated lands in Santa Clara County. This study will be required to be completed during the time that the 2000 General Use Permit is in effect to ensure that both growth under the 2000 General Use Permit and future growth patterns are consistent with the recommendations of the study regarding the appropriate location and manner of development.

The Sustainable Development Study shall be based upon and meet planning principles and criteria established by the Board of Supervisors in the Community Plan and 2000 General Use Permit, as supplemented by the County Planning Office. These principles and criteria will include, but not be limited to, recognition, protection and avoidance of important natural resources including sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults. The Sustainable Development Study shall identify the maximum planned buildout potential for all of Stanford's unincorporated Santa Clara County land, demonstrate how development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development. In the interest of maintaining hillside views, developable areas should generally be limited to those with an elevation lower than 200 feet. Coupled with new zoning that promotes clustering of development, the Sustainable Development Study will address issues of resource protection with a view beyond the 25-year time frame of the AGB.

The County may, at Stanford's expense, choose to conduct a parallel study to the Sustainable Development Study prepared by Stanford, or may choose to do additional work to supplement Stanford's study. The Sustainable Development Study will be submitted to the Board of Supervisors for approval.

Figure 2.9 Stanford Community Plan, Strategy #2

Sustainable Development Study Planning Horizon

The Stanford Community Plan states that the study is to address resource protection with a view beyond the 25-year timeframe of the AGB.¹¹ Long-term planning studies, by their nature, recognize the inevitability of change and the need for flexibility to adapt to future opportunities, priorities, and conditions. As discussed earlier in this chapter, predicting all of the demographic, educational, social, and community needs that might influence growth patterns at Stanford in the distant future is not possible.

Methods for increasing density, as well as societal views on how much density might be appropriate on a site, change over time. For example, a few decades ago the University might not have thought it feasible to accommodate academic programs in basements two levels below ground, as has occurred in the new Science and Engineering Quad, or to construct parking under recreational fields, as is the case at the Munger Graduate Student Residences.

Accordingly, studies of this type require a planning horizon. Stanford University proposed, and the County of Santa Clara planning staff agreed to, a planning horizon of 2035 for this Sustainable Development Study. This timeframe is consistent with the 25-year planning period used in many general plans, master plans, and long-range development plans prepared for counties, municipalities, and campuses. In addition, this timeframe enables the Study to consider both the second increment of academic growth under the 2000 GUP, as well as growth beyond completion of the 2000 GUP square footage. Moreover, this horizon extends 10 years beyond the date that the Stanford Community Plan sets for revisiting the AGB.

This planning horizon also recognizes that uncertainty increases as the horizon becomes more distant. While it might be possible to project growth rates over 50 years, 100 years, or longer, the assumptions about the likelihood of a particular growth rate and how that growth might be accommodated, grow more speculative over time. At some point, the analysis would no longer be credible and would not provide meaningful information. The 2035 planning horizon strikes a balance between the desires to provide a long-term planning framework and to produce a study that is useful.

¹¹ SCP, Chapter 1 Growth & Development Strategy #2, page 17.

Components of the Sustainable Development Study

The Stanford Community Plan identifies the required components of the Sustainable Development Study. Further guidance from the Stanford Community Plan defines the Study's geographic scope to include all Stanford land in unincorporated Santa Clara County.

The components of the Study reflect three broad concepts discussed in the Stanford Community Plan:

- Definition of long-term growth potential for Stanford lands and demonstration of how future development can be sited to prevent sprawl into the hillsides and provide long-term assurance of compact development
- Protection of natural and scenic resources
- Identification of areas of potential future development in the Foothills

These components are addressed in Chapters 3 and 4 of the Sustainable Development Study. Additional sustainability strategies and programs are discussed in Chapter 5. The content of these chapters is further described below.

Chapter 3 presents a planning analysis of how and where future Central Campus development, both during the second half of 2000 GUP development and through the planning horizon for this Study, could be accommodated consistent with the County's adopted plans, policies, and principles, and Stanford's campus planning principles. The Sustainable Development Study presents the campus planning principles Stanford has used to site academic and housing facilities under the 2000 GUP. The Study uses these campus planning principles to identify potential locations for the second million square feet of academic facilities, as well as housing facilities, during completion of the 2000 GUP.

Chapter 3 uses these same campus planning principles to create three conceptual development scenarios that could accommodate a range of growth projections for 2035. The Study recognizes that Stanford has yet to identify programs to complete the development approved under the current GUP, much less development beyond that already authorized. As a result, the Study explores the potential to site campus development based on growth projections that are not tied to specific building needs or academic programs.

Chapter 4 of the Sustainable Development Study addresses natural resource protection in the Foothills and provides an inventory of potential constraints to development. The University has no plans or proposals to build new academic facilities in the Foothills, although limited development is allowed under the GUP.

The 2000 GUP states "[a] cumulative maximum of 15,000 square feet of building area may be located in the Foothills district in a manner consistent with the General Plan and zoning. This amount may not be increased, and shall be accompanied by an identified corresponding equivalent decrease in building area in the other development districts. No individual building or facility may exceed 5,000 square feet in size."¹² The Sustainable

¹² GUP 2000, *Conditions of Approval, E-2-b, page 7.*

Development Study establishes an approach for evaluating Foothills areas that could be considered for potential development in the future and provides detailed information about the methods being used to recognize, protect, and avoid sensitive resources.

Chapter 5 represents the efforts that extend beyond the Stanford Community Plan's requirements but help inform the concept of protection of important natural resources. The phrase "sustainable development" as used in the Stanford Community Plan and 2000 GUP primarily encompasses land use planning principles promoting compact growth and protection of natural resources. These principles remain at the core of Stanford's campus planning efforts. However, since the Stanford Community Plan and 2000 GUP were adopted, the term "sustainability" has taken on additional meanings. Chapter 5 articulates the University's current efforts and long-term planning for environmental sustainability through reduced energy consumption, greenhouse gas emissions, water use, and solid waste generation, both in its existing campus facilities and in its new buildings. This chapter describes Stanford's internal guidelines for new buildings and major renovations, which set aggressive targets for minimizing energy and water use. It also describes Stanford's programs to reduce vehicle trips by encouraging the use of mass transit, carpooling, and pedestrian and bicycle modes of travel. Stanford also is increasing the use of lower or zero emission engines in shuttles and automobiles.

Taken together, the Sustainable Development Study:

- Articulates campus planning principles for locating possible future growth on the Central Campus
- Indicates that maximum planned buildout of the Central Campus through 2035 could likely be accomplished within the existing AGB
- Identifies planning principles for locating possible future facilities in the Foothills
- Recognizes sensitive resource areas
- Provides an internal planning tool for incorporating resource information into identification of future development areas, site selection, and planning process in the Foothills
- Describes Stanford's ongoing efforts to manage its operations to promote sustainability principles

The Study does not, however, constitute a proposal for entitlements beyond those that the County already has approved and is not intended to duplicate the requirements of the California Environmental Quality Act (CEQA) by studying the environmental effects of future growth. The County of Santa Clara and Stanford University anticipate that any major proposal for future development beyond the square footage authorized by the 2000 GUP would be subject to review under CEQA. Such review necessarily would include analysis of environmental topics that pertain to sustainability, including water supply, energy use, traffic, air quality, and waste generation.

This Study is not an actual development proposal. It is a planning exercise required by the Stanford Community Plan that sets the stage for ongoing dialogue that will continue to shape campus growth as development proceeds under the 2000 GUP and as additional development is considered in the future. Actual development proposals will continue to be evaluated for their environmental and policy impacts by the County of Santa Clara staff, the Planning Commission, and the Board of Supervisors.



SUSTAINABLE DEVELOPMENT STUDY CHAPTER 3: CENTRAL CAMPUS | INSIDE THE AGB



Chapter 3: Central Campus | Inside the AGB

Introduction

This chapter examines how development under the 2000 General Use Permit (GUP), as well as future development beyond the 2000 GUP, could be located on the Central Campus to carry out Stanford Community Plan policies encouraging compact development. Stanford Community Plan Policy GD-12 requires that the Sustainable Development Study:

“Demonstrate how future development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development.”

The University has added much of the 2000 GUP square footage and housing units by replacing less efficient and outmoded buildings with new buildings that intensify the use of the site through added density (e.g., increased height and use of basements and attic areas). The University also has added buildings on infill sites, including surface parking areas, and replaced parking lots with underground structures. The University has also reused and retrofitted numerous existing buildings to accommodate new programs without adding substantial square footage. Reuse, redevelopment, renovation, and infill are development strategies Stanford expects to continue to apply as the 2000 GUP development proceeds.

The University has not yet finalized plans to complete the amount of development allowed under the 2000 GUP, and it has no specific plans for development beyond the 2000 GUP; however, in order to evaluate how long-term future development might be designed to avoid sprawl and advance principles of compact development, Stanford proposed, and County staff agreed, that a 2035 planning horizon should be used for this Study. This timeframe enables the County to consider both the second increment of academic growth under the current GUP, as well as growth beyond the 25-year time period for revisiting the AGB, which was adopted in 2000.

This chapter presents a range of 2035 campus growth scenarios. The 2000 GUP allows Stanford to develop approximately 3.5 million additional square feet (2,035,000 square feet of academic buildings and approximately 1.5 million square feet for at least 2,420 and up to 3,018 housing units). The “additional” square footage used in this Study corresponds to the net change in square footage resulting from new construction after deducting the offsetting demolition of existing structures. The University estimates that it will complete the square footage allowed under the GUP in 2018. This Study considers the following scenarios for additional growth beyond the square footage allowed under the 2000 GUP, from 2018 to 2035:

- Minimal Growth Scenario A - 2 million additional square feet (academic and housing), which averages to about 115,000 additional square feet per year
- Moderate Growth Scenario B - 3.5 million additional square feet (academic and housing), which averages to about 200,000 additional square feet per year
- Aggressive Growth Scenario C - 5 million additional square feet (academic and housing), which averages to about 300,000 additional square feet per year

The minimal growth scenario reflects the amount of square footage that the University historically has built during slower growth periods of 10 to 15-years (Figure 3.1). The aggressive growth scenario is considered to be unlikely in that it reflects more growth than would likely occur by 2035, based upon historic 10 to 15-year growth rates. The moderate growth scenario is consistent with the average annual rate of growth that has occurred at the University since the 1960s and during the first half of development under the 2000 GUP, and that is expected to occur through buildout under the 2000 GUP.

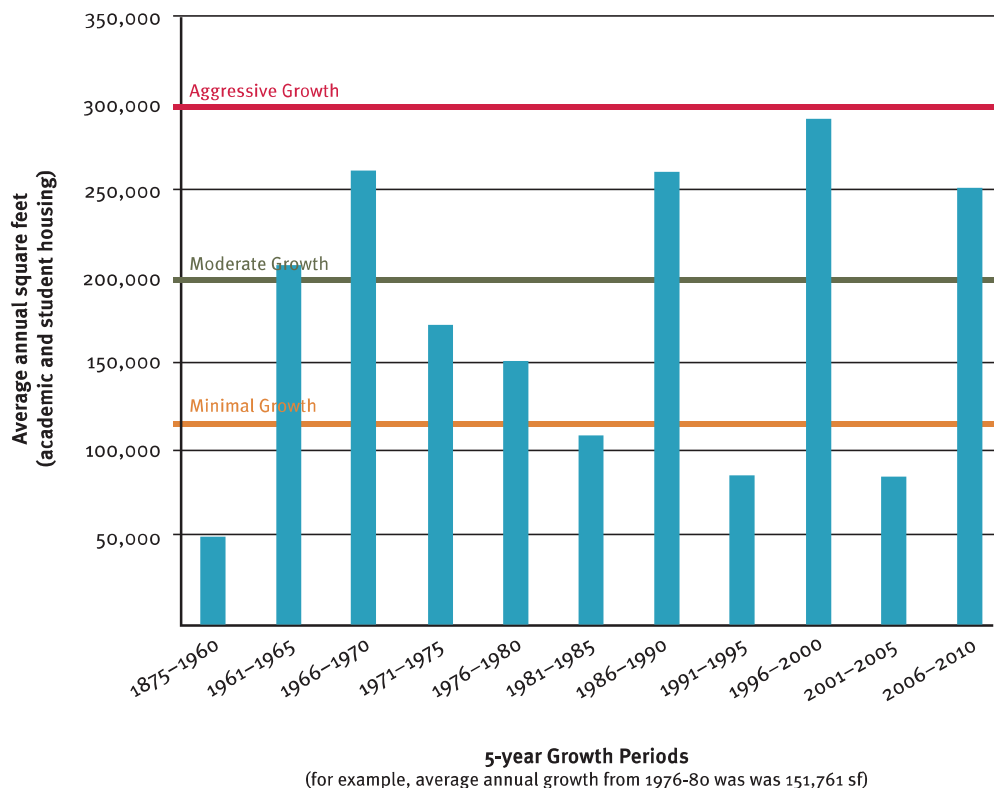


Figure 3.1 Stanford University Growth Scenarios

Background

Stanford University's primary goals are teaching, research, and the transfer of knowledge to the outside world. Stanford's lands and facilities serve to support its academic pursuits and a complementary residential community.

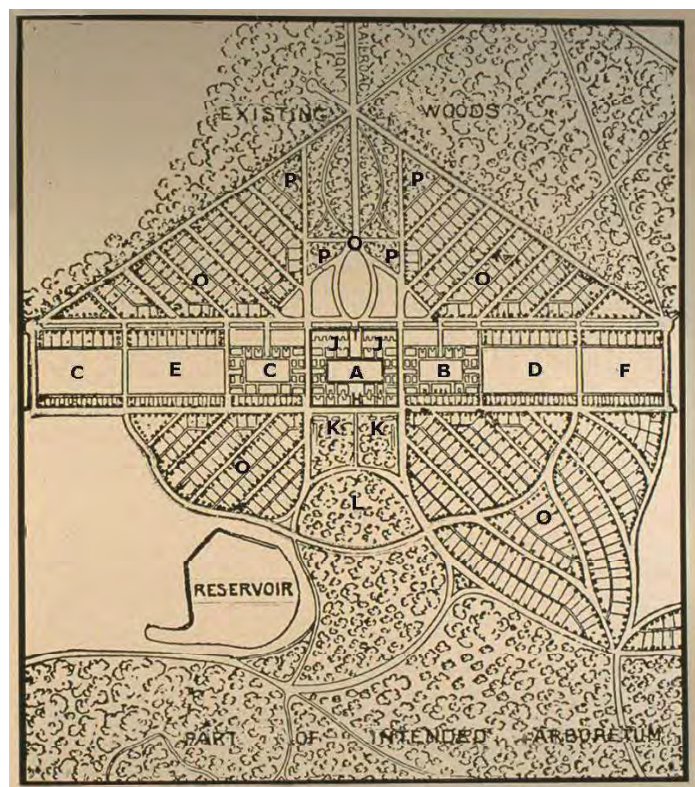
The Central Campus at Stanford University includes the Main Quad, which is the historic heart of the campus, the primary activities of the academic departments and programs, and residential, athletic, and support uses. Close physical proximity to diverse

academic programs has been a contributing factor to successful academic collaborations throughout the University's history. This physical connection to, and corresponding relationship among, academic programs is a vital criterion for site planning at Stanford.

HISTORY OF PLANNING AND DEVELOPMENT

The original plan for the Stanford campus was brought into existence by Leland and Jane Stanford and Frederick Law Olmsted. Attracted to the Beaux Arts style of architecture they had seen in Europe, the Stanfords insisted on a formal entry road (Palm Drive) ending at an imposing architectural presence (the Main Quadrangle and Memorial Church), while Olmsted argued for a more naturalistic arrangement of roads and buildings that ranged from the flatlands to the foothills. The collaboration created, at the end of the 19th century, what has become an iconic image for Stanford University: a powerful order of California Romanesque buildings of local materials arranged around courtyards and linked by covered arcades, all set in a strong naturalistic landscape.

The 1889 Olmsted Plan delineated future land uses and needs by the use of letters (A-R), rather than by name, function, or density (Figure 3.2). The organizing framework of the campus established a strong academic center arranged in quads (A, B, C, D, E, F, G), with adjacent neatly ordered patterns of residential zones (O) and other auxiliary and support uses (H, I, J, K, P, Q, and R). The center of the historic plan was juxtaposed with a parklike landscape setting of large areas of trees (L).



- A. The Central Quadrangle
- B & C. Sites for Adjoining Quadrangles
- D,E,F,G. Reserve Sites for Additional Quadrangles
- H. Site for University Church
- I. Site for Memorial Arch
- J. Sites for Libraries and Museums
- K. Site for Industrial Department
- L. Site for Botanic Garden
- O. Four Areas for Detached Dwellings and Gardens
- P. Four Sites for Secondary Schools
- Q-R. Main Entry from Proposed Train Station

Figure 3.2 1889 Olmsted Plan

Many of the components of the Olmsted Plan were implemented during the development of the University in the 20th century; however, some components of the original planning strategy for growth were ignored. For example, the system of east-west quads was not fully realized, and some buildings were constructed that blocked the mall's critical axes (Figure 3.3). As will be described in more detail later in this chapter, the University has returned to the concepts in the Olmsted Plan in carrying out its current planning.

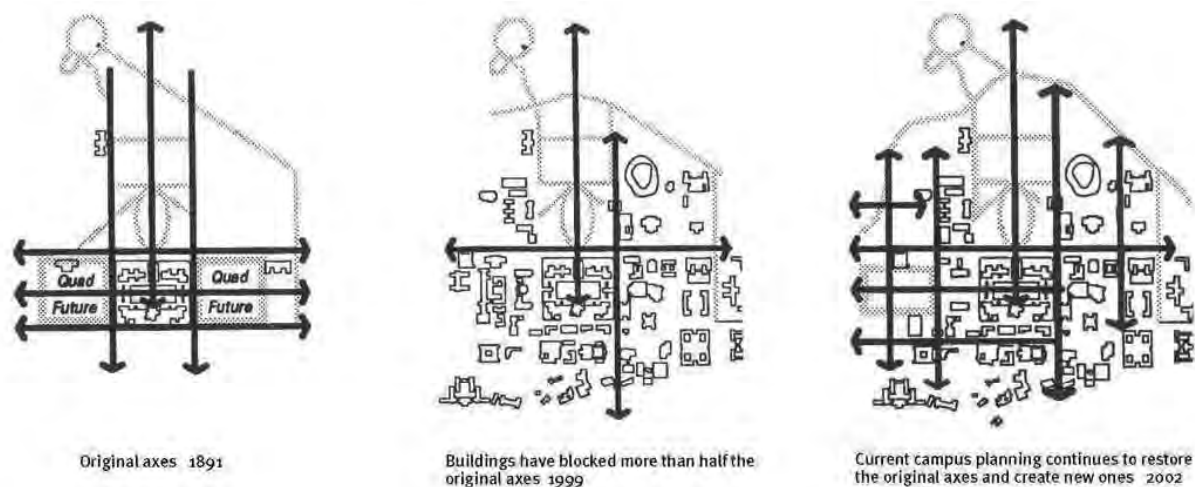


Figure 3.3 Development of the campus

During the 20th century, the University developed the campus to respond to changing physical and academic needs. The 1906 earthquake caused the University to rebuild its campus from the ground up: Recovery from the physical and financial devastation took nearly 20 years but remained true to the original campus plan.

On the heels of this reconstruction, the second burst of campus building occurred in the 1920s, following World War I. Campus construction during this post-WWI period was dominated by the Beaux Arts and Art Deco architecture of the prominent San Francisco firm of Bakewell and Brown. The University concentrated new academic buildings to the east of the Main Quad. The original plan, with its orderly arrangement of quadrangles, was reinterpreted due to taste and funding issues. During this period, automobiles arrived on campus, and development centered on roadways rather than the horse and carriage connections that Olmsted had envisioned (e.g., the University constructed the Campus Drive Loop Road and a grid pattern of streets and parking lots).

The militarization of the West Coast during World War II created a flood of military training programs and research funding for science and technology on campus. The high demand for new programs changed the orderly evolution and implementation of the original campus plan and the repetition of its signature Romanesque architectural style. Both during and after WWII, the atmosphere of urgent expansion led to the hasty construction of new buildings, loosely organized but not totally incompatible with the original plan. However, in contrast to the existing buildings made of durable materials such as sandstone and red tiles prevalent in the Main Quad these buildings of the 1940s and 1950s were built of

concrete blocks. Their architectural style was simpler than the earlier forms, and after a brief experiment with minimalist modern buildings, the campus settled on a blended style: utilitarian structures rendered in sandstone-colored concrete with tile roofs.

The buildings constructed during this period were set on a street grid, rather than in quads set around a gathering open space as in previous years. Most of the buildings were one and two-story structures: low-density development assumed to have a lifespan of 10 years. For example, the area constructed for researchers west of the Main Quad became a series of quick-to-build temporary labs and classrooms with few amenities, architectural features, or landscaped outdoor spaces.

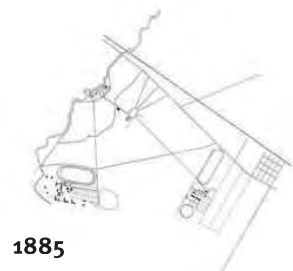
Building during the 1950s and 1960s virtually ignored the Olmsted Plan. The prevailing suburban development style resulted in construction of singular buildings surrounded by landscaped or paved space, rather than placing buildings in groups around courtyards or in other integrated development patterns. Some of these buildings even terminated the classic Olmsted axes. It was a period of unprecedented growth throughout the region, from San Francisco to San Jose, and University growth similarly was high during this period.

The environmental movement emerged as a major national development in land use planning in the 1970s and 1980s. For campus planning, this resulted in a new emphasis on bicycle and pedestrian movements across a circulation framework that had been earlier transformed to accommodate the private automobile. It also resulted in the creation of the Jasper Ridge Biological Preserve and the Campus Archaeology program; the historic renovation work on the Red Barn, Main Quad, and Hoover House; and the Foothills oak restoration program reflecting a new era of stewardship and conservation of the University's land and building resources. This was a period of moderately steady campus growth.

In 1990, Stanford architects and planners returned to the original Olmsted Plan for inspiration. The original plan was found to be remarkably appropriate to contemporary conditions and to economic and orderly (re)development. This resulted in Stanford's *Plan for the Second Century*, which set the direction for the eventual creation of the Science and Engineering Quad (SEQ), restoration of Palm Drive, and development of Serra Mall.

The *Plan for the Second Century* renewed a commitment to the founding key structural elements: the Main Quad, Palm Drive front entry, a loop road, quadrangles or clustered arrangements for academic and residential development, and supporting connectors (e.g., Lasuen, Lomita, and Serra malls), juxtaposed with large areas of open space. Facilities planning in the 1990s retained key structural elements of the Olmsted Plan and focused on three major initiatives:

- rehabilitation and seismic reinforcement of historic buildings following the second major earthquake to strike the campus in 1989 (including the Main Quad, Encina Hall, the Cantor Center for the Visual Arts, and the Bing Wing of Green Library)
- replacement of outmoded buildings with modern facilities
- expansion of student housing (such as Lyman Residences and Schwab Residential Center)



1885



1905



1935



1960



1995



2005

Campus Planning Principles

The 100-year-old Olmsted Plan and the University's plan for the second 100 years (Plan for the Second Century) have evolved into a broad set of campus planning principles that guide land use decisions for the central campus.

These campus planning principles include:

- Implement the Olmsted Plan
- Develop in a compact manner
- Provide appropriate density transitions from the core to the edges
- Preserve campus character, including natural, landscape, and circulation systems
- Allocate and use existing space responsibly
- Optimize site planning to take advantage of climatic conditions

The following sections describe how the campus planning principles have been applied and will continue to be applied to campus development under the 2000 GUP and beyond.

IMPLEMENT THE OLMSTED PLAN

As described in the overview of the campus planning history, the University has returned to the original concepts in the Olmsted Plan by developing a series of quads built along the primary east-west axis and associated connective elements (Figure 3.4).



Figure 3.4 Campus Growth - Implementation of the Quad Plan

The Main Quad is a hub of multidisciplinary academic activity designed to support intellectual collaboration. Departments such as history, math, psychology, and geology are linked by covered arcades around quadrangle series of interior courtyards to foster interaction among scholars and synergy of ideas. The Science and Engineering Quad (SEQ), directly west of the Main Quad, was the second substantial quad to be constructed in accordance with the Olmsted Plan.

Under the 2000 GUP, Stanford has been completing construction of the SEQ, which is designed to be modern in style but still reflective of the Main Quad. The arcade system links multiple buildings and departments. Terraces above the arcades, intimate outdoor gathering spaces within the quad, and an exterior café seating area advance opportunities for collaboration (Figure 3.5).



Figure 3.5 Science and Engineering Quad (SEQ)

As buildout under the 2000 GUP continues, the University likely will continue this system of Quads to the west of the SEQ and the Main Quad by constructing a portion of a future Quad. This potential redevelopment project is expected to be of a high density similar to the SEQ, and to provide a variety of landscape features.

Another strategy underlying the Olmsted Plan is the clustering of academic programs by affinity to support academic collaboration. Completion of a set of buildings to cluster the Graduate School of Business (GSB) program currently is underway. Similarly, the Deans of the School of Medicine, School of Humanities and Sciences, and School of Engineering would like to achieve greater connection to stimulate opportunities for innovation across traditional disciplinary boundaries.

The next set of buildings the University is planning would further this clustering strategy by creating an Arts District. Presently, programs to support the arts (drama, music, visual arts, and dance) are in multiple locations. In the future, a new concert hall and arts building are expected to be constructed near existing arts venues, such as the Cantor Center and Memorial Auditorium, to bring the arts disciplines closer together and

to foster artistic collaborations. Echoing the Olmsted Plan, these efforts reinforce key linkages between these academic programs and venues (Figure 3.6).

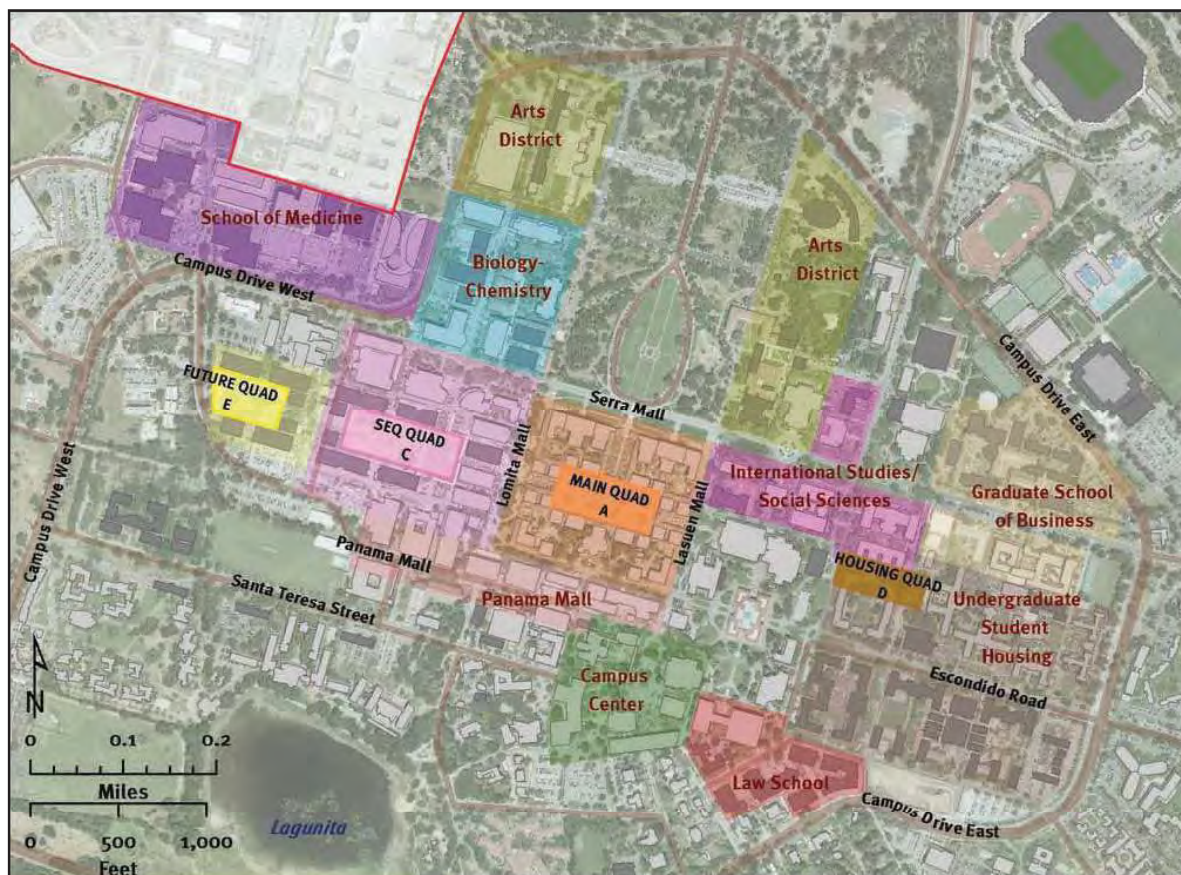


Figure 3.6 Campus Plan - Clustering of Academic Programs

DEVELOP IN A COMPACT MANNER

Compact development promotes efficient use of Stanford's land and cultivates opportunities for multidisciplinary research, education, and connections to residential life. To preserve the quality of the exterior spaces, a sense of place, and connections vital to campus culture, development strategies have included building below ground and balancing the scale of larger structures with substantial exterior spaces.

Much of the new square footage under the 2000 GUP has been added by redeveloping underutilized sites. The University is developing the SEQ (Figure 3.7) at a greater density than the buildings constructed in the 1950s on this same site. The four new buildings that make up the Quad, the Jerry Yang and Akiko Yamazaki Environment and Energy Building, Jen-Hsun Huang Science and Engineering Center, Nano Technology Center, and the Bioengineering/Chemical Engineering building, will total over 545,000 square feet. These buildings replace three structures that had totaled 149,000 square feet. The new buildings accomplish this increase in density through designs that include one or two stories below grade and three to four floors above grade (Figure 3.8).

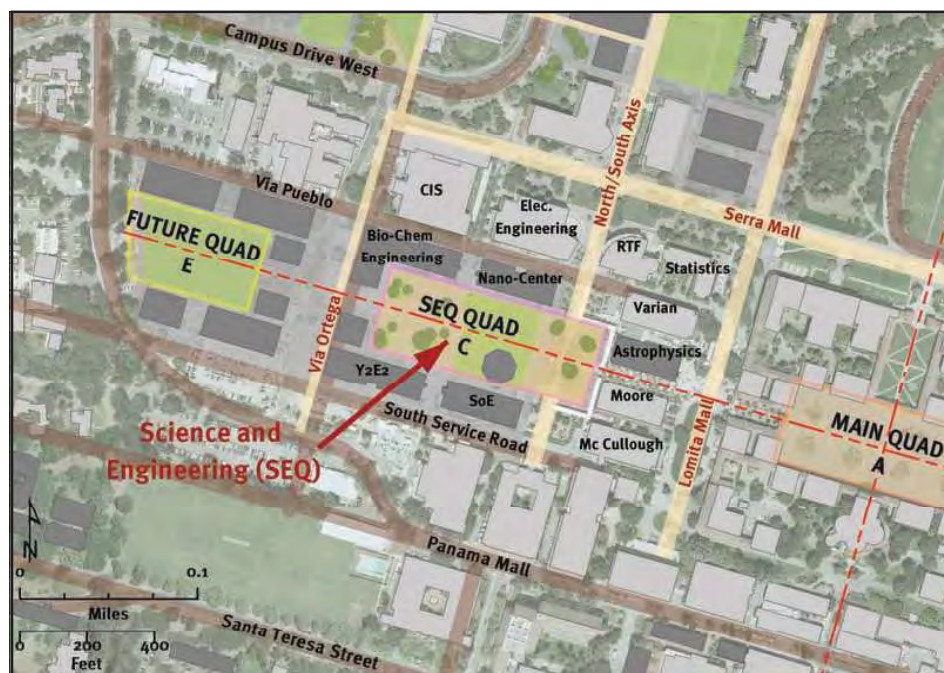


Figure 3.7 Compact Development Science and Engineering Quad



Figure 3.8 Compact Development (Before-After) Science and Engineering Quad

Similarly, the new Graduate School of Business (GSB) is designed to be approximately 360,000 square feet and replaces two office buildings that totaled 80,000 square feet (Figure 3.9). In lieu of the asphalt parking lots that surrounded the previous office building complex, the University focused on creating exterior spaces that support the GSB academic program and integrate it with the rest of the campus. The surface parking is being replaced with an underground parking structure, thereby providing a more compact and efficient use of the land (Figure 3.10).



Figure 3.9 Compact Development Graduate School of Business



Figure 3.10 Compact Development (Before-After) Graduate School of Business

As the second half of the 2000 GUP is developed, the University anticipates that it will continue to redevelop sites to utilize its land in a more compact manner. Academic redevelopment and infill projects likely will include modernization of the Biology/ Chemistry area, new programs and buildings planned for the Arts District adjacent to the Oval, and an undergraduate computing center adjacent to Meyer Library.

In addition, the 2000 GUP includes substantial amounts of new campus housing, to further promote compact development. In keeping with Leland and Jane Stanford's vision for a residential University, in 2006 Stanford housed approximately 95 percent of its undergraduates and 60 percent of its graduate students on campus. As the University plans and constructs campus housing, it continues to create student communities that are strongly linked to academic core facilities. Much of the housing constructed under the 2000 GUP has been realized at a higher campus density than previous structures.

For example, the Munger Graduate Student Residences include 600 graduate beds in 469,000 square feet of building space, replacing an area of low-density structures along Campus Drive West and a surface parking lot.

Like the GSB, the Munger Graduate Student Residences include a centralized underground parking structure located under a recreational field to minimize the development footprint while providing an open, landscaped area and pedestrian pathways.

During buildout of the second million additional square feet of academic building space, Stanford will continue to provide housing at a pace commensurate with academic growth. The 2000 GUP requires Stanford to provide a total of 1,815 additional housing units by the time it reaches 1.5 million additional square feet of academic uses and a total of 2,420 additional housing units by the time it reaches the full 2,035,000 additional square feet of academic uses. The 2000 GUP authorizes the University to build up to 3,018 housing units.

PROVIDE APPROPRIATE DENSITY TRANSITIONS FROM THE CORE TO THE EDGES

Historically, Stanford has concentrated its higher-density academic facilities toward the center of the Central Campus. As shown in the SEQ and GSB figures, future development will continue to demonstrate higher density in this Central Campus core. Along the University's public edges, El Camino Real, Stanford Avenue and Sand Hill Road, land uses tend to be less dense.

Some development of the campus edges will occur under the 2000 GUP. The University anticipates that the most visually prominent area at the campus edge, the Arboretum, will remain unchanged. The Stanford Community Plan designates the Arboretum as campus open space, recognizing that the Arboretum is seen as "the initial defining landscape at the main entrance of the University and as an open space buffer from the urban environs of Palo Alto."¹ However, the Stanford Community Plan recognizes that increased density within the AGB may necessitate development on recreational fields and the loss of undeveloped areas at the borders of the campus, including at housing sites on previously undeveloped areas along Stanford Avenue, along El Camino Real, at El Camino and Quarry Road, and at Quarry Road and Arboretum Road.

The University has submitted plans for a collection of 39 houses along Stanford Avenue for University faculty. These two-story, single-family dwellings will serve as a transition between the residential housing scale of Escondido Village and the nearby College Terrace neighborhood, and will maintain a relatively low density of development along this edge of campus. On the corner of El Camino and Stanford Avenue, the University has proposed 22 additional housing units for rental to Stanford staff. These two-story structures will be a combination of single and duplex units, and will serve as another relatively low-density transition between El Camino Real and Escondido Village.

¹ *Stanford Community Plan, Chapter 5 - Open Space, page 83.*

In addition to housing, two childcare centers will be constructed in Escondido Village along Olmsted Road adjacent to the staff rental housing. Nestled in a grove of oaks, these structures will be set back 100 feet from El Camino and will maintain a low density similar to the developed housing sites (Figure 3.11).

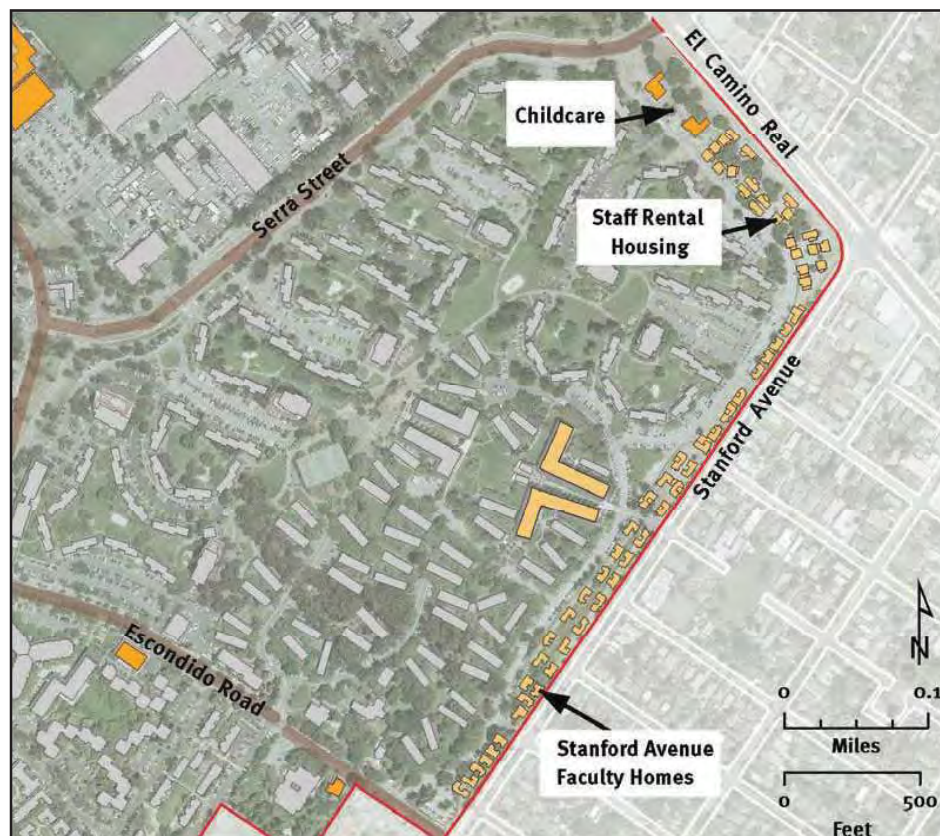


Figure 3.11 Density transition at campus edges

PRESERVE CAMPUS CHARACTER, INCLUDING NATURAL, LANDSCAPE, AND CIRCULATION SYSTEMS

When it opened, the University was located far from the urban centers of San Francisco and San Jose. The Stanfords placed the cornerstone of the original Quadrangle in the center of their Palo Alto stock farm. As the University has grown, the contrast of a sophisticated built environment adjacent to open fields of oak trees and tall seasonal grasses, set against a backdrop of foothills and the Coast Range, has remained central to the Stanford ambiance.

As the campus has developed, the topography and the clearly defined views and vistas achieved through an axial plan that fits the urban core within a natural setting has become an image closely associated with Stanford. The noted mid 20th-century cultural critic Lewis Mumford captured this contrast in 1947 by describing Stanford as “an urban scene in a rural setting.”

The University continues to develop open quads, restore and develop axial malls and connections, and site new buildings to capitalize on view corridors and vistas that provide both reference and inspiration. Under the 2000 GUP, preserving the architectural and landscape character of the campus has remained a central campus planning principle. Campus Center/White Plaza improvements, completed in 2008, create a sense of place that was the hallmark of the original campus plan. The design transformed a sea of asphalt and small grass islands into two distinct but interconnected settings for student interaction: a lush green park that joins the Old Union to the bookstore and an enhanced plaza to accommodate more active student programming (Figure 3.12).



Figure 3.12 Students in White Plaza

The restoration of Wilbur Field above Parking Garage 6 is another example of the University's innovative efforts to preserve campus character. Instead of building a 1,200-space parking garage above ground on the grass field, the University placed Parking Garage 6 below ground and restored the recreational field with natural turf above the structure. This park-like space is vital to recreation and social activities hosted by the adjacent student dormitories and serves as a transition zone between the core campus and single-family residential areas to the south.

As the University proceeds with the second half of development allowed under the 2000 GUP, focused efforts to preserve and improve the circulation and landscape infrastructure of the campus will continue. The master plan for the redevelopment of Panama Mall calls for consolidation of two existing service roads, bike paths, and pedestrian walks into a unified curbed walk along the south edge of the Mall. The north edge of the Mall will be redeveloped as a series of landscaped courts. The above-ground utilities serving major

engineering laboratories along the Mall will be screened with landscaping and integrated into Panama Mall courtyard elements.

There is also a plan to revitalize the historically established malls at the edges of the Oval to better link the core campus to redevelopment along Campus Drive. Lomita Mall will be improved from Serra Mall to Campus Drive, providing enhanced connections to the Cantor Center for the Arts and the proposed new Arts Building to its west. Lasuen Mall will be improved from Serra Mall to Campus Drive to create an Arts Path that will link Memorial Auditorium, new buildings for drama, music and dance, Frost Amphitheater, and the new concert hall.

Stanford also sites building and infrastructure to preserve and protect sensitive natural resources. Specific monitoring and conservation measures are required under the 2000 GUP within a designated California tiger salamander Management Zone. As explained in Chapter 4, Stanford has proposed a Habitat Conservation Plan to the federal agencies responsible for protection of species under the Endangered Species Act. If approved by the federal agencies and determined by the County to provide as much protection as the 2000 GUP conditions pertaining to California tiger salamander, the Habitat Conservation Plan will supersede these 2000 GUP conditions. The conservation program establishes a California tiger salamander management area for the Central Campus, with management and operation of Lagunita for the benefit of the species. Under the Habitat Conservation Plan, Lagunita would be protected from development for 50 years.

The 2000 GUP also includes conditions requiring special-status plant surveys, breeding raptor and migratory bird surveys, oak woodland replacement, replacement of protected trees, and wetlands mitigation. These conditions apply to all development on the Central Campus. In addition to project-specific measures, Stanford has on-going maintenance and improvement programs for landscape and infrastructure. Oak reforestation in the Foothills and Central Campus, improvement to drainage facilities to achieve environmental benefits, and improvements to campus pathways are examples of campus enhancements implemented through such programs.

ALLOCATE AND USE EXISTING SPACE RESPONSIBLY

In addition to adding square footage under the 2000 GUP, Stanford has also focused on improving the efficiency and use of existing buildings. In 2003, the University established parameters for schools and departments to use as planning tools, including space guidelines for sizes of offices and open work areas. The University conducts rigorous space utilization studies prior to constructing new buildings, to explore whether it can renovate existing structures to create space for new needs. One of the University's key goals is to recover 5 to 10 percent of the space in campus buildings. The Department of Capital Planning updated its space planning guidelines in 2006 and is conducting studies to ensure that Stanford adds new space only when necessary. Studies to date have found that departments applying the revised space planning guidelines could recover up to 10 percent of their space. To encourage more efficient use of buildings, Stanford requires selected schools to pay a charge for underutilized office space.

The use of these space planning guidelines is reducing the square footage of new academic buildings. For example, a space utilization analysis based on the University's internal space planning guidelines for the School of Engineering resulted in renovation of more than 250,000 square feet along Panama Mall in buildings such as Peterson Lab, Durand, and Mitchell. This study encouraged a more efficient space program and resulted in plan changes that reduced the total square footage proposed for the SEQ by more than 20 percent, avoiding the need for approximately 100,000 square feet of new construction. The most substantial building renovation projects completed under the 2000 GUP are highlighted in Figure 3.13.

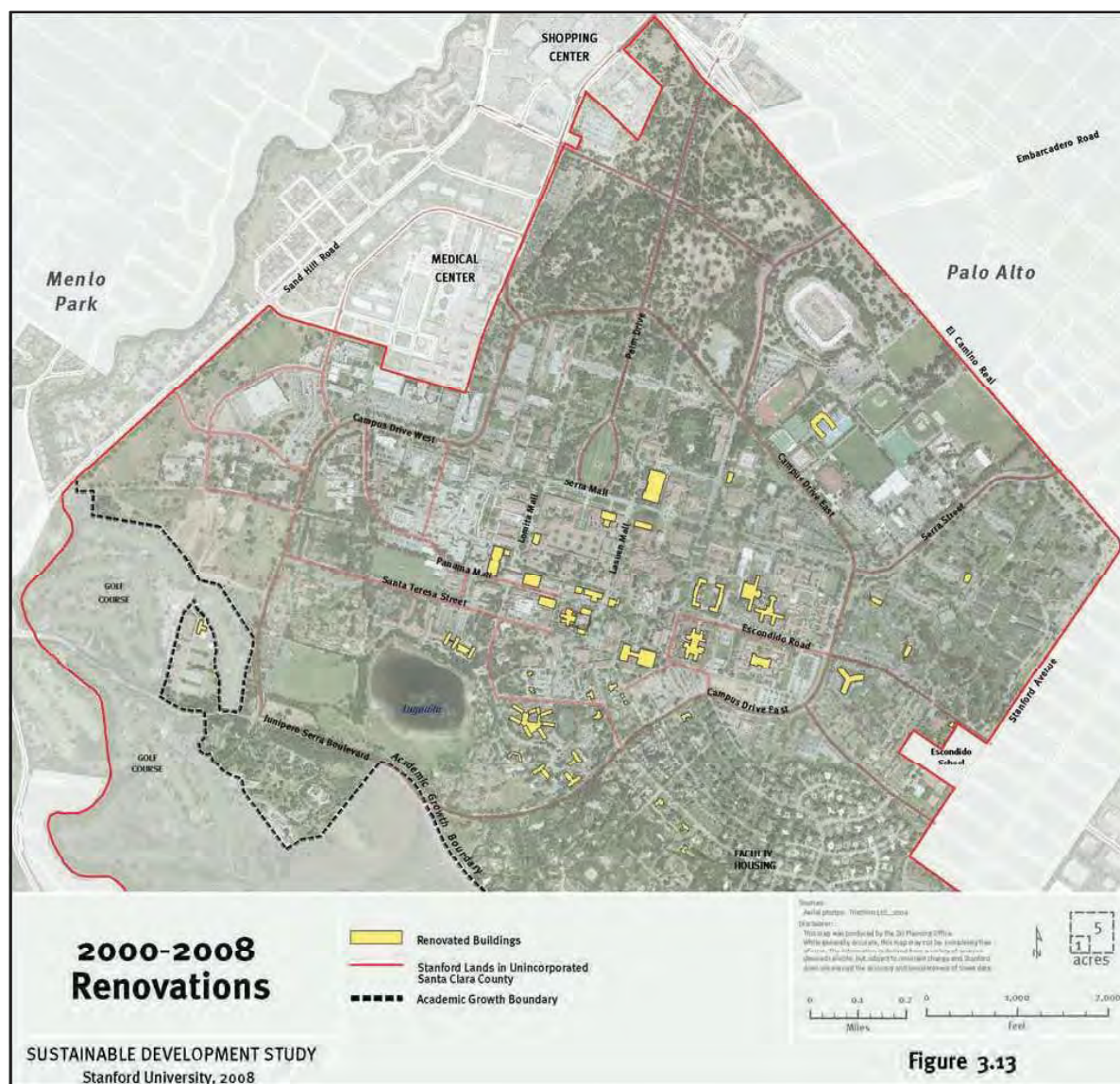


Figure 3.13 GUP 2000-2008 Renovations (see fold-out map)

As Stanford continues to complete construction under the 2000 GUP, it also will continue to implement its internal space planning guidelines to ensure that existing buildings are used efficiently, and it will continue to renovate existing buildings to accommodate changing University needs.

OPTIMIZE SITE PLANNING TO TAKE ADVANTAGE OF CLIMATIC CONDITIONS

The Olmsted Plan recognizes the relationship between buildings and external conditions. Buildings in the Main Quad were predominantly organized on an east-west orientation to take advantages of the north and south light and to leverage opportunities for natural ventilation. Arcades protected the campus population from wind and rain while enhancing circulation of air and letting in light.

Stanford's growth under the 2000 GUP has continued to build on these precepts. Building requirements and programs are carefully evaluated to ensure that the University uses exterior space for circulation and casual gathering. Structures and landscaping are carefully sited to incorporate principles of harvesting daylight and natural ventilation. For example, under the 2000 GUP, Stanford plans to build student housing in a new facility called "The Green Dorm", which would combine student housing program needs with ongoing research to optimize environmental performance (Figure 3.14).

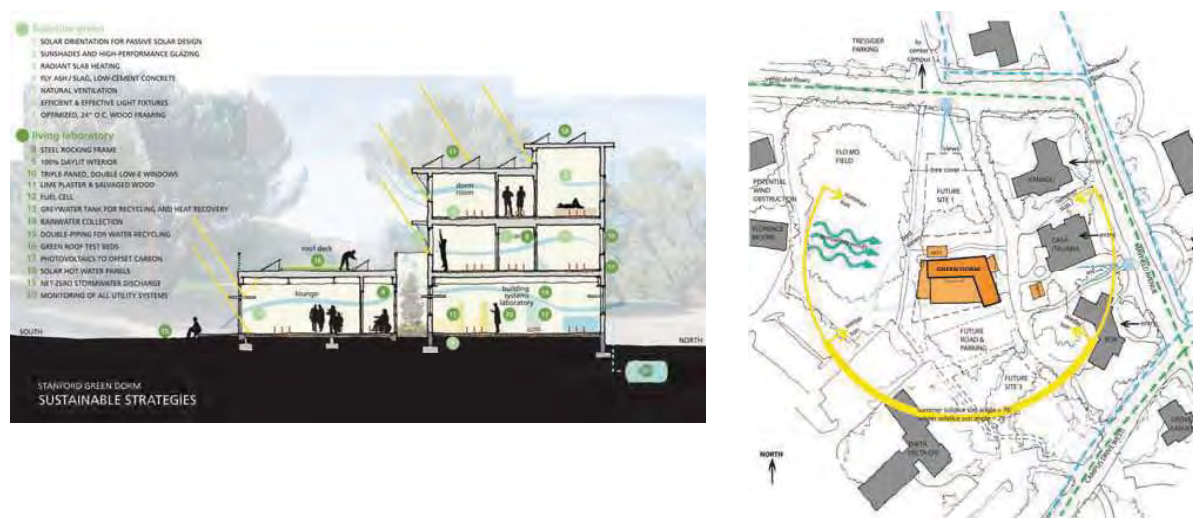


Figure 3.14 Building orientation and site planning to optimize environmental performance

Similarly, Y2E2, the first “green” building completed in the SEQ, set a new benchmark for high-performance buildings. Key to the overall success of the SEQ were the planning and siting of four SEQ buildings along an east-west orientation and the architectural articulation of the facades that channels natural light and natural ventilation (Figure 3.15).



Figure 3.15 Y2E2 is sited to harvest natural daylight and ventilation

Stanford intends to continue its practices of carefully siting buildings, using arcades and other architectural features, and creating outdoor gathering spaces to take advantage of moderate climate conditions and to maximize use of natural light and air flow.

Planning and Development

UNDER THE 2000 GUP

ACADEMIC AND HOUSING PROJECTS, 2000 - 2009

Eight years into the 2000 GUP, the University has obtained permits for a total of approximately 800,000 additional square feet of academic buildings and 1,025 housing units that add approximately 600,000 additional square feet of campus development.² Within the next year, the University anticipates submitting applications that will bring the academic building total under the 2000 GUP to more than 1 million additional square feet compared to square footage in 2000.

Generally the development anticipated to be built under the 2000 GUP can be categorized as follows:

- Academic development (1,000,000 additional square feet)
- Housing development during same time period (1,210 units; approximately 700,000 additional square feet)

Upon completion of the first million additional square feet of academic development under the 2000 GUP, Stanford anticipates that it will have built the following major structures, some of which are still in the planning stage:

Research and classroom buildings:

- Carnegie Institution: Center for Global Ecology
- Dean of Research: Stanford Institute for Economic and Policy Research
- Graduate School of Business: Knight Management Center
- Hoover Institution on War, Revolution and Peace: Hoover Conference Center
- Interdisciplinary Program: Jerry Yang and Akiko Yamazaki Environment and Energy Building (Y2E2, Part of SEQ)
- School of Education: Barnum Center for School and Community Partnerships
- School of Engineering: Automotive Innovation Facility
- School of Engineering: Bioengineering/Chemical Engineering Building (Part of SEQ)
- School of Engineering: Jen-Hsun Huang Center (Part of SEQ)
- School of Engineering: Nano Technology Center (Part of SEQ)
- School of Humanities and Sciences: Concert Hall
- School of Humanities and Sciences: Biology Building
- School of Humanities and Sciences: Arts Building
- School of Law: Law School Faculty Offices and Clinics
- School of Medicine: Li Ka Shing Center
- School of Medicine: Lorry I. Lokey Stem Cell Research Building

² Additional square footage is the net result of demolishing old buildings and adding new buildings.

Housing

- Graduate housing: Escondido Village Studios 5 & 6
- Graduate housing: Munger Graduate Student Residences
- Undergraduate housing: Durand House Renovation
- Undergraduate housing: Crothers Hall/Crothers Memorial Dorm Renovations
- Undergraduate housing: Mirrielees Phase II
- Undergraduate housing: Roble Hall Renovation
- Employee housing: Olmsted Staff Housing
- Employee housing: Stanford Avenue Faculty Houses

Athletic/ Recreational facilities

- Arrillaga Recreation Center
- Ford Center Addition
- Practice Gym
- Stanford Campus Residents Association Sports Complex
- Stanford Red Barn and Stables Restoration
- Stanford Stadium

Community services and student activities

- Black Community Services Center Expansion
- Childcare Facilities
- Graduate Student Community Center
- Lorry I. Lokey Stanford Daily Building
- Old Union Restoration

ACADEMIC AND HOUSING PROJECTS, 2010-2018

- Academic development (1,035,000 additional square feet)
- Anticipated housing development during same time period (at least 1,210 units and up to 1,798 units; anticipated 750,000-1,000,000 additional square feet)

The second million square feet of academic development and corresponding housing units are not as well defined as the first million square feet because the University has not reached final decisions as to specific building projects to propose for County of Santa Clara Architectural and Site Approval (ASA) and building approval, and plans for these projects are not complete. To show how the second million square feet of academic development under the 2000 GUP might be completed, the University has created a preliminary map of future development by applying the planning principles described below and incorporating planning discussions that are underway but still at a conceptual stage (Figure 3.16).

With guiding campus planning principles in place and adaptable and evolving academic program needs, the University has the land capacity to:

- Implement an expansion to the west of the Science and Engineering Quad
- Execute the School of Medicine master plan with the addition of two more research buildings
- Realize plans for an Arts District
- Implement the expansion in the Biology/Chemistry area to the west of the Oval

Housing constructed during buildout of the second million square feet of academic development under the 2000 GUP will include additional student housing in the Central Campus, likely along Santa Teresa Street and Escondido Road, in Escondido Village, and on the designated Quarry Road sites near the Medical Center.

Figure 3.16 conceptually illustrates the general pattern of development under the 2000 GUP that is likely to occur by full buildout. As it completes development under the 2000 GUP, Stanford intends to continue implementing the campus planning principles that guided development of the first million square feet of academic uses.



Figure 3.16 Campus Plan - Completed Projects 2000 GUP anticipated (see fold-out map)

Analysis

BEYOND THE 2000 GUP

Development under the 2000 GUP has been, and will continue to be, sited to avoid sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development. Completion of the development allowed under the 2000 GUP will be designed to minimize later pressure for development of the Foothills.

This section looks beyond the buildout of the 2000 GUP to evaluate whether the same campus planning principles that are guiding development will also enable the University to accommodate campus growth over a longer planning period without creating a need to move the Academic Growth Boundary. To perform this evaluation of potential future growth from completion of the GUP development in 2018 through 2035, several steps were undertaken.

- First, as explained at the outset of this chapter and in Chapter 2, a planning period was established. The Stanford Community Plan calls for identification of “maximum planned buildout potential.” It is not possible to calculate an absolute maximum buildout of a site without regard for a timeframe because construction methods and societal views on how much density might be appropriate on a site change over time. A few decades ago the University might not have thought it feasible to accommodate academic programs in basements two levels below ground, as is the case at the new SEQ buildings, or to construct parking under recreational fields, as has occurred at the Munger Graduate Student Residences. Thus, the Study requires a planning horizon. The year 2035 is the planning horizon for this study.
- Second, the University evaluated existing campus densities and then applied the campus planning principles described above to identify areas where densities could be increased.
- Third, Stanford estimated the amount of additional campus growth that might occur during the 2035 planning horizon. The University evaluated campus growth trends since the Stanfords developed their stock farm in 1875 through the anticipated completion of development under the 2000 GUP in 2018 to identify three possible growth projections from GUP buildout in 2018 to the planning horizon of 2035. These projections range from an additional 2 million to an additional 5 million square feet of academic facilities and housing. It is important to recognize that no proposals have been made for land use entitlements to accommodate any of these growth projections. They are theoretical projections based upon historic growth rates.
- Fourth, Stanford used the density assessment and the campus planning principles to create development scenarios for each of the growth projections. The methodology used to create these scenarios is described later in this section. By plotting possible development scenarios on a campus map, the University was able to determine whether future growth through 2035 could be accommodated without creating a need to move the AGB. The actual development that may be proposed through the planning horizon will depend upon academic program needs, which are not known at this time.

The scenarios in the study demonstrate that through the 2035 planning horizon the University can accommodate those ranges of development within the existing AGB by applying the campus planning principles, which will result in efficient space utilization, redevelopment of underutilized sites, renovation of existing buildings, and increased campus density through infill construction. These patterns of development have already led to extensive renewal and replacement of outmoded or inefficient buildings while minimizing pressure to expand into the Foothills.

STUDY ASSUMPTIONS

To formulate a study of potential growth over the amount allowed under the 2000 GUP, the University has employed the following assumptions:

- 2000 GUP development is completed by 2018
- Study planning horizon is 2035
- Density strategies rely on campus planning principles
- Development occurs within the existing AGB
- Future growth scenarios include a mix of new academic facilities and housing

To determine the amount of additional square footage that might be needed by 2035, it is necessary to estimate the date by which buildout under the 2000 GUP is likely to occur. The County adopted the 2000 GUP in November 2000. Development of the first 1 million additional square feet of academic facilities and 1,210 housing units (for a combined total of approximately 1.7 million additional square feet of campus development) is expected to be complete no sooner than the end of the year 2010.

The University anticipates that it might construct the second million additional square feet of academic facilities at a faster rate than the first million. Thus, for purposes of this analysis, the University assumes completion of square footage allowed under the 2000 GUP by 2018. This is a conservative estimate: Actual completion of the additional square footage may not occur until 2020 or later. Using 2018 as the assumed date for 2000 GUP buildout leaves 17 years of potential growth beyond the 2000 GUP. While the University cannot predict its development needs 25 years from now, it can evaluate strategies for growth that allow for a variety of possibilities. The study of how to accommodate potential growth is focused on the Central Campus within the AGB, and the scenarios assume a mix of academic facilities and housing.

DENSITY STRATEGIES

To begin to assess how future growth could be sited on the Central Campus in a compact manner, the University first conducted a study of existing campus densities and densities anticipated at the completion of the 2000 GUP. Over time, the metrics and characteristics that define campus density have changed. The original Olmsted Plan was a study in the layering of densities from very low-density farm and rural fields to the medium density of the faculty and staff housing, to the higher density campus core that was grounded by the Main Quad. As the University continues to transform and develop in a compact manner, that original high-density collection of buildings around the quad is now considered medium density. Today, campus densities generally fit within three categories:

- High Density
- Medium Density
- Low Density

The SEQ, GSB, Munger Graduate Student Residences, and the Biology/Chemistry area represent building complexes that define what Stanford considers High Density (Figure 3.17, 3.18, 3.19). In each of these areas, collections of three to four-story buildings incorporate below ground program areas (e.g., laboratories, offices, or parking structure), or dormer spaces in the mansard roof, as in the case of Munger Graduate Student Residences. These features increase intensity of site use without increasing height to an extent that the buildings detract from the overall scale that unifies the Stanford campus.



Figure 3.17 High Density Science and Engineering Quad



Figure 3.18 High Density Munger Graduate Student Residences



Figure 3.19 High Density Biology/Chemistry Area

The Main Quad, originally considered one of the densest zones of campus, is now representative of Medium Density. The Main Quad is an interconnected complex of sandstone buildings with red-tiled roofs suggestive of Mediterranean style. The simply massed Romanesque buildings are linked by deeply shadowed arcades and courtyards. The Main Quad is a mix of one, two and sometimes three-story structures with associated primary, secondary, and even tertiary courtyards and spaces that together work to diminish the overall scale of the space so it is not a massive block design (Figure 3.20).

Many of the undergraduate housing complexes also fall in the medium density category. The housing and associated connective elements often include passive and active recreation, and the buildings are of a size and scale associated with residential campus dormitories. Housing of this type typically is comprised of two, three, and four-story structures with narrow floor plates that allow natural light to penetrate dorm rooms in a double-loaded corridor. Freestanding dorms such as Toyon Hall and Branner Hall, as well as housing areas such as Manzanita Park and Governor's Corner, provide lawn areas that complement undergraduate residential life (Figure 3.21, Figure 3.22).



Figure 3.20 Medium Density Main Quad



Figure 3.21 Medium Density Manzanita Undergraduate Dorms



Figure 3.22 Medium Density Toyon Hall

Low Density areas tend to be at the perimeter of the Central Campus. The athletic fields and the Arboretum along El Camino Real, as well as the equestrian facilities and historic Red Barn on the west side of campus, are examples of low density areas. These areas are used for active/passive recreation and parking/circulation. Residential areas and associated programs, such as the Childcare Center at the corner of Serra Street and El Camino, also fall within this category (Figure 3.23 and Figure 3.24).



Figure 3.23 Low Density Athletics and Recreation Red Barn Equestrian Facilities



Figure 3.24 Low Density Childcare Center

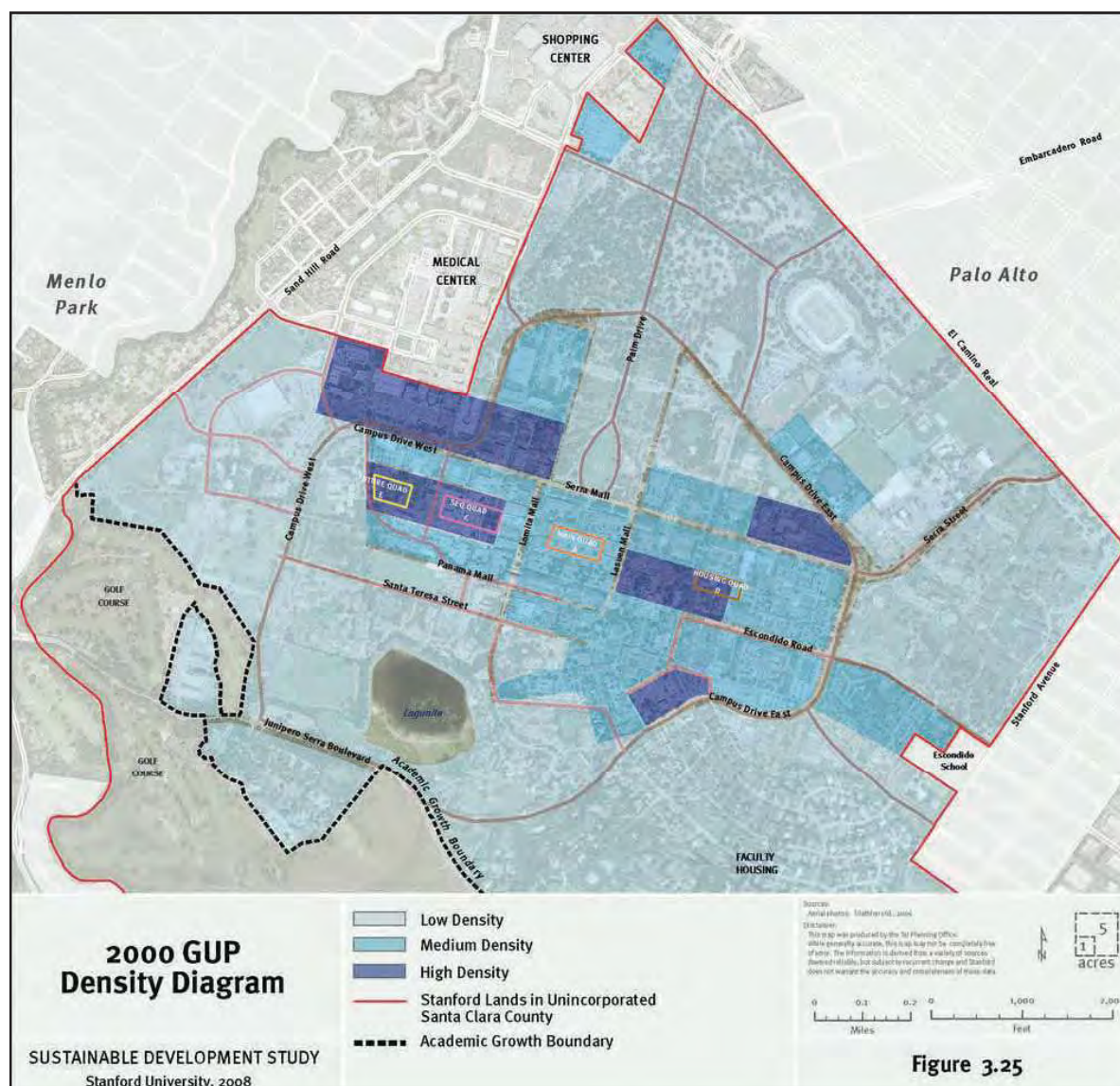


Figure 3.25 2000 GUP Density Diagram (see fold-out map)

Figure 3.25 shows patterns of densities anticipated at the completion of the additional square footage allowed under the 2000 GUP, anticipated to occur in 2018. This diagram illustrates how higher densities occur closer to the core of the campus and land uses transition to the lower densities at the northern and southern edges of campus.

Figure 3.26 illustrates one of many ways that this pattern of densities could evolve in the future beyond 2018 through application of the campus planning principles. The lowest densities could still be found at much of the perimeter of the Central Campus and the highest densities could continue to be at the core of campus, with the medium range densities occurring in the zones in between.

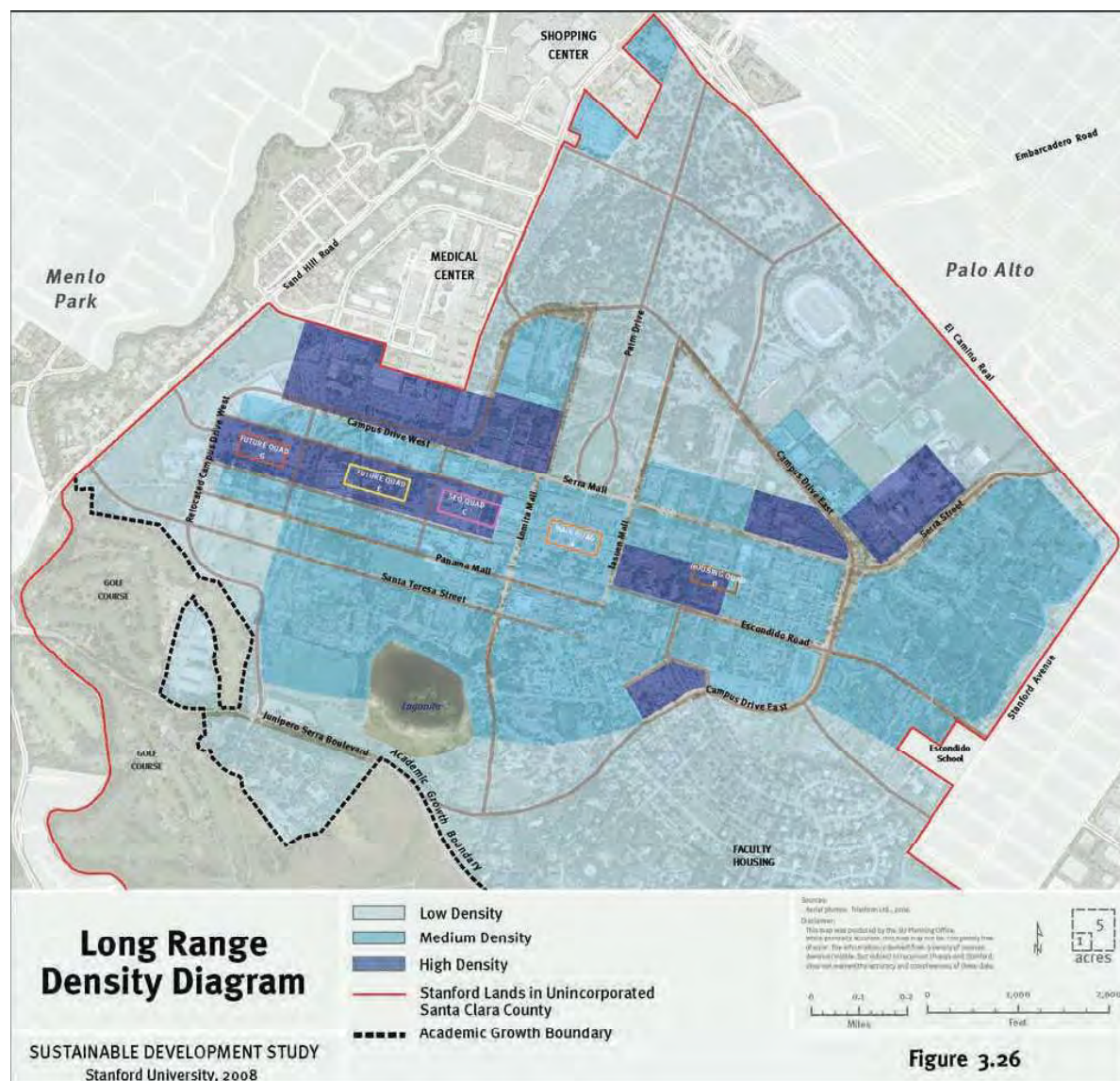


Figure 3.26 Long Range Density Diagram (see fold-out map)

This density assessment shows that there are medium-density areas that could be redeveloped to achieve a higher density such as at the western end of the system of central quads and the School of Medicine area, situated near the Stanford Hospital and Clinics, where higher density would be consistent with surrounding uses.

These density diagrams are a conceptual tool to enable the University to study the potential to grow in a compact manner while retaining its campus planning principles. Actual development patterns will vary from these diagrams as individual projects became refined and articulated in the future.

GROWTH PROJECTIONS

Stanford University cannot predict the exact path campus development might take by 2035. However, with a conceptual density pattern identified, the University can model possible scenarios for accommodating additional growth from completion of 2000 GUP development in 2018 through 2035. Further growth likely would include a mix of academic buildings and undergraduate/graduate housing, but exact ratios are unknown. Three growth projections have been identified to present a range of possible development scenarios (Figure 3.27).

- Minimal Growth Scenario: 2 million additional square feet (academic and housing), which averages to about 115,000 additional square feet per year
- Moderate Growth Scenario: 3.5 million additional square feet (academic and housing), which averages to about 200,000 additional square feet per year
- Aggressive Growth Scenario: 5 million additional square feet (academic and housing), which averages to about 300,000 additional square feet per year

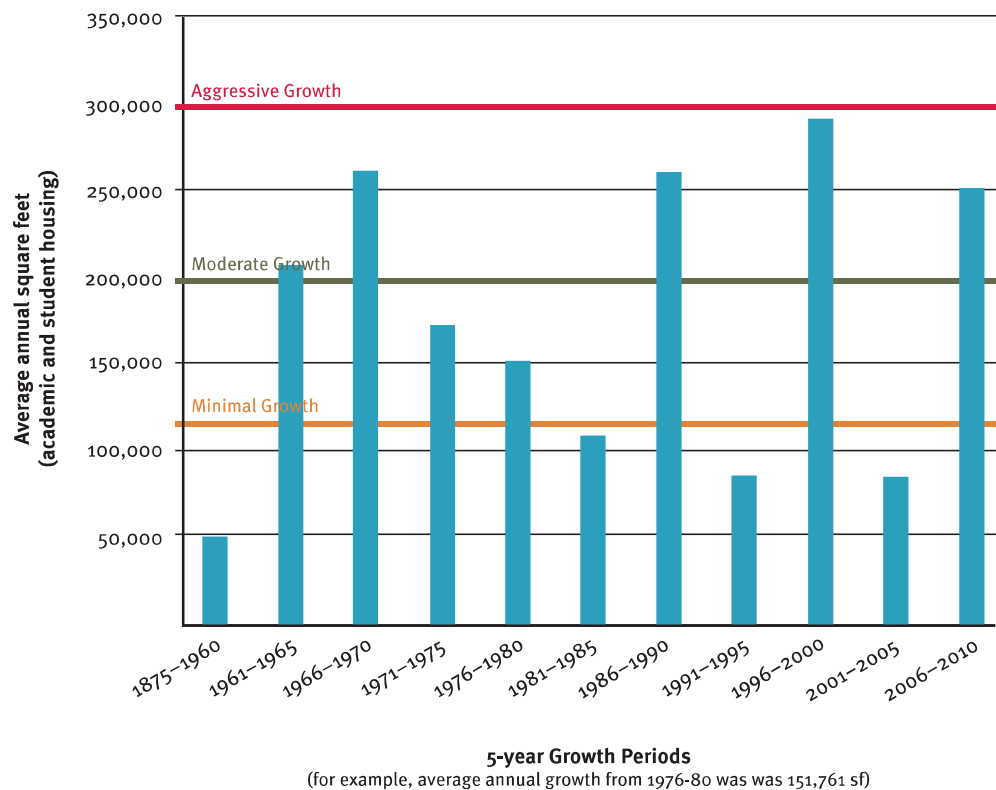


Figure 3.27 Stanford University Growth Scenarios

The Minimal Growth projection is consistent with the 5-year rate of campus growth between 1981 and 1985. Table 3.1 shows Stanford added 562,736 square feet during this time period or approximately 115,000 square feet per year. Multiplying the 17 years between the 2000 GUP buildout in 2018 and the end of the 2035 planning period by 115,000 additional square feet per year results in approximately 2 million additional square feet of development. The 1981-85 period was selected for this projection because it was at the lower end of the University's historic growth rates. This is a conservative projection because it exceeds the lowest rate of historic buildout.

TIME PERIOD	BUILDING AREA ADDED (gross square feet)	CUMULATIVE Building Area
1875-1960	4,363,375	4,363,375
1961-1965	1,069,406	5,432,781
1966-1970	1,353,405	6,786,186
1971-1975	890,496	7,676,682
1976-1980	758,805	8,435,487
1981-1985	562,736	8,998,223
1986-1990	1,348,841	10,347,064
1991-1995	439,840	10,786,904
1996-2000	1,507,326	12,294,230
2001-2005	435,038	12,729,268
2006-2010	1,299,235	14,028,503

Table 3.1 Building Area at Stanford 1875-2010 (Academic Facilities and Student Housing)

The Moderate Growth projection is consistent with the overall campus growth rate that took place at Stanford from 1960 to 2000. The Stanford Community Plan identifies the historic growth rate that has occurred at Stanford: “The growth rate since 1960 has represented an average annual addition of 198,200 square feet of academic uses, support facilities, and student housing. While the amount of growth on an annual or 5-year basis has fluctuated over the last 40 years, the rate of increase in cumulative building area has occurred at a relatively constant rate of approximately 200,000 additional square feet per year.”³

The Moderate Growth projection also is consistent with the rate of growth that has occurred under the 2000 GUP to date, and is anticipated to continue through 2018. The 2000 GUP allows Stanford to construct 2,035,000 additional square feet of academic facilities and up to 3,018 housing units. Stanford estimates that the combined total square footage of new development under the 2000 GUP will be approximately 3.5 million square feet. Thus, over the course of the 2000 GUP, Stanford will add an average of about 200,000 additional square feet per year of academic facilities and housing units. Multiplying the 17 years between estimated GUP buildout in 2018 and the end of the 2035 planning period by 200,000 square feet per year yields a result of approximately 3.4 million additional square feet of development. The period between GUP buildout in 2018 and the end of the 2035 planning horizon is approximately the same period Stanford assumes it will need to complete build-out of the additional square footage allowed under the 2000 GUP. Therefore, a projection of 3.5 million additional square feet of growth is considered a reasonable Moderate Growth projection.

³ *Stanford Community Plan, page 10.*

The Aggressive Growth projection is substantially higher than Stanford's historic long-term growth rate and the growth rate anticipated under the GUP. This growth rate is consistent with the highest 5-year rate of campus growth -. Table 1.2 in the Stanford Community Plan shows that from 1996 to 2000 Stanford added 1,507,326 square feet of development, averaging approximately 300,000 additional square feet per year. Multiplying the 17 years between GUP buildout in 2018 and the end of the 2035 planning period by 300,000 additional square feet per year, results in approximately 5 million additional square feet of development.

Based upon the length of time it will take to complete the square footage allowed under the 2000 GUP and historic campus growth rates, the Aggressive Growth projection reflects more growth than actually is expected between 2018 and 2035. The Minimal Growth projection also is unlikely but is used to bracket the range of reasonably anticipated growth rates to ensure that the Study comprehensively considers potential scenarios.

As a caveat to this Study's growth projections analysis, current and likely future economic problems of regional, national, and worldwide influence suggest a diminishing rate of development for the future.

DEVELOPMENT SCENARIOS

Once the University estimated growth projections, it developed corresponding development scenarios. It started with the smallest of the projections, Minimal Growth, and created "Development Scenario A" by using the conceptual long-range density assessment and the campus planning principles to determine how 2 million additional square feet of development (a mix of academic and housing) could be sited on the Central Campus. To accomplish this, the University needed to make projections about the square footage of future buildings, as well as the amount of demolition that might be needed to make way for those buildings, by assuming that new buildings in a particular density area (e.g., an area shown as high density on the density assessment map) would have roughly the same footprints, heights, and square footages as existing buildings. For example, in plotting new buildings in the expansion of the quad system to the west of the SEQ (Quads E and G), the footprints and associated heights and square footages of the new buildings are assumed to be similar to buildings recently constructed in the SEQ.

In locations where redevelopment of existing buildings has been diagrammed, the actual square footages of the existing buildings were subtracted from the assumed square footages of the new buildings to arrive at the additional square footage at the redevelopment site.

Three conceptual development scenarios correspond to the three growth projections for the 2018 to 2035 plan period:

- Scenario A: Minimal Growth 2 million additional square feet (academic and housing)
- Scenario B: Moderate Growth 3.5 million additional square feet (academic and housing)
- Scenario C: Aggressive Growth 5 million additional square feet (academic and housing)

SCENARIO EXAMPLES

Each development scenario includes examples of the type of redevelopment and infill development that could accommodate the corresponding growth projection. The scenarios build onto one another; each starts with the same basic building blocks as the scenario before.

In some cases, the same example of a development type or location is carried over from one scenario to the next. In other cases, the amount of development under an example type is increased as the overall square footage increases. Additional examples are added reflect increasing growth rates. The following table summarizes the examples depicted under each scenario and the corresponding amount of additional development depicted for that example (Table 3.2).

The figures that illustrate the scenarios and associated examples provide color-coded building footprints that correspond to the density classifications previously depicted in the Long Range Density Diagram (Figure 3.26). Within each of these density classifications, individual building heights and square footages will vary.

EXAMPLE	TYPE OF DEVELOPMENT	SCENARIO A	SCENARIO B	SCENARIO C
A-1, B-1, C-1	Extension of Quad System	1,100,000	2,230,000	2,230,000
A-2, B-2, C-2	Golf Driving Range Development	480,000	480,000	480,000
A-3, B-3, C-3	Campus Green Redevelopment	215,000	350,000	405,000
B-4, C-4	Undergraduate Housing/Academic Infill	---	290,000	290,000
C-5	Bonair Siding Redevelopment	---	---	785,000
C-6	Escondido Village Redevelopment	---	---	410,000
	Remaining Square Footage for Renovations and Expansions of Existing Buildings/ Additional Infill Development	205,000	150,000	400,000
TOTAL	Additional Square Footage of Development	2,000,000	3,500,000	5,000,000

Table 3.2 Scenario Summary

ALL SCENARIOS: LANDSCAPE AND CIRCULATION SYSTEM

No facility expansion planning scenario can be explored without understanding how it might integrate with and strengthen the campus infrastructure, connective elements, and landscape. As the campus continues to grow under any of the development scenarios explored in this study, Campus Drive West could be reconfigured to provide a clear demarcation between the high-density areas at the core of campus and the lower-density areas at some of its boundaries. Structured parking garages, many of which may be constructed below ground with recreation (Figure 3.28) or building programs above, could be located along Campus Drive, which could continue to be the primary vehicular loop on campus. It is also possible that in the future shuttles, bike/pedestrian paths, and service routes would be allowed inside the loop with only very limited access for private vehicles.

Connective elements are the landscape areas, greenbelts, groves, malls, and outdoor places that unify the campus and provide amenities to campus life. The connective elements could be associated with all new quad complexes and with individual new buildings. These elements play a role in the perception of proportion and space, as high-density areas feel less intrusive with the design of appropriate outdoor spaces and articulated buildings.

Future development could continue the pattern of the north-south axis and malls established in the Olmsted Plan. These malls serve not only to clarify the organizational system within the campus but encourage movement and multidisciplinary collaboration among the various schools and departments within the University. These malls, in conjunction with other circulation routes that extend to the edges of campus, provide the means to manage transportation within the campus. Service routes could continue to be vital components of this circulation system. Via Pueblo and the South Service Road could serve as dedicated east-west service conduits and feed directly into Campus Drive.

The campus planning principles of developing in a compact manner, concentrating high density at the core campus, and preserving campus character are supported by the objectives to maintain connective elements. Each of the scenarios A, B, and C assumes the responsibility to strengthen campus infrastructure associated with growth and development, including connective elements, circulation systems, and utility infrastructure systems. It is assumed that similar improvements would be implemented for all scenarios.



Figure 3.28 Parking Garage 6, Wilbur Field

Development Scenario A, Minimal Growth Scenario (Figure 3.29) identifies future sites for 2 million additional square feet of development beyond the square footage constructed under the 2000 GUP, by 2035. The scenario is grounded in the campus planning principles and conceptual density pattern outlined earlier in this chapter:

This scenario explores a combination of new development, redevelopment, restoration, and infill strategies to address potential growth. Possible components illustrate a quantitative and qualitative approach to determine how the University could accommodate this level of growth.

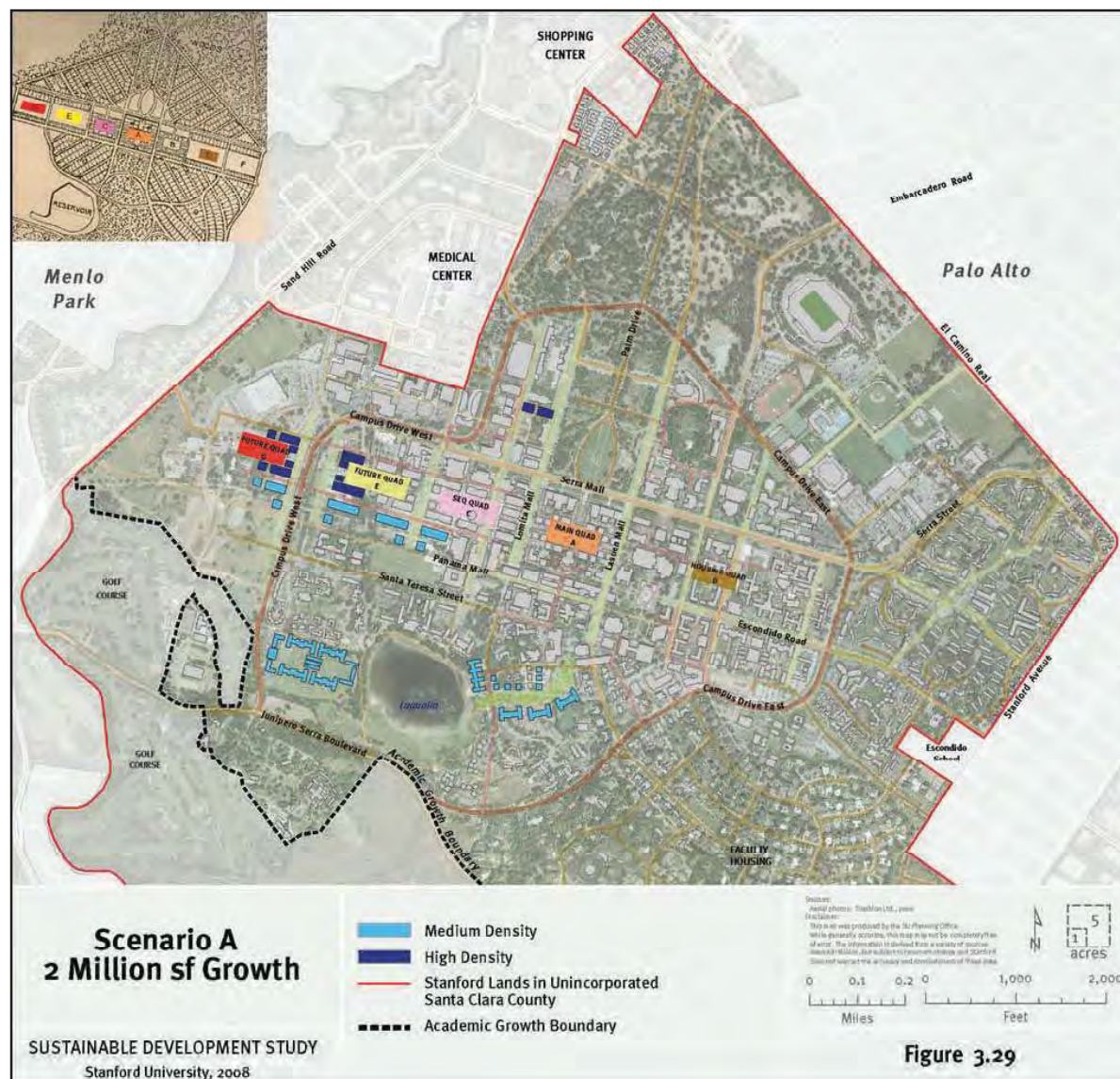


Figure 3.29 Scenario A Development Map (see fold-out map)

Example A-1: Extension of the Quad System (Figure 3.30)

At the completion of the development allowed under the 2000 GUP, it is assumed that a portion of Quad E (Figure 3.2) to the west of the SEQ (Quad C) will be under construction. In this example of how future development could occur beyond completion of the 2000 GUP, the rest of Quad E could be completed and additional new buildings could be constructed to begin to define a new high-density Quad G. A set of medium-density new buildings could be developed to the south of this new quad and Quad E. These buildings would be generally two and three stories in height, with associated basements and floor plates similar to the buildings constructed in the SEQ. Whereas Campus Drive West will be reconfigured in scenarios B and C, it could remain in its current location in this scenario. In this example, 85,000 square feet of existing buildings could be demolished to allow for the construction of approximately 1,185,000 square feet of new space for a net increase of 1.1 million additional square feet.

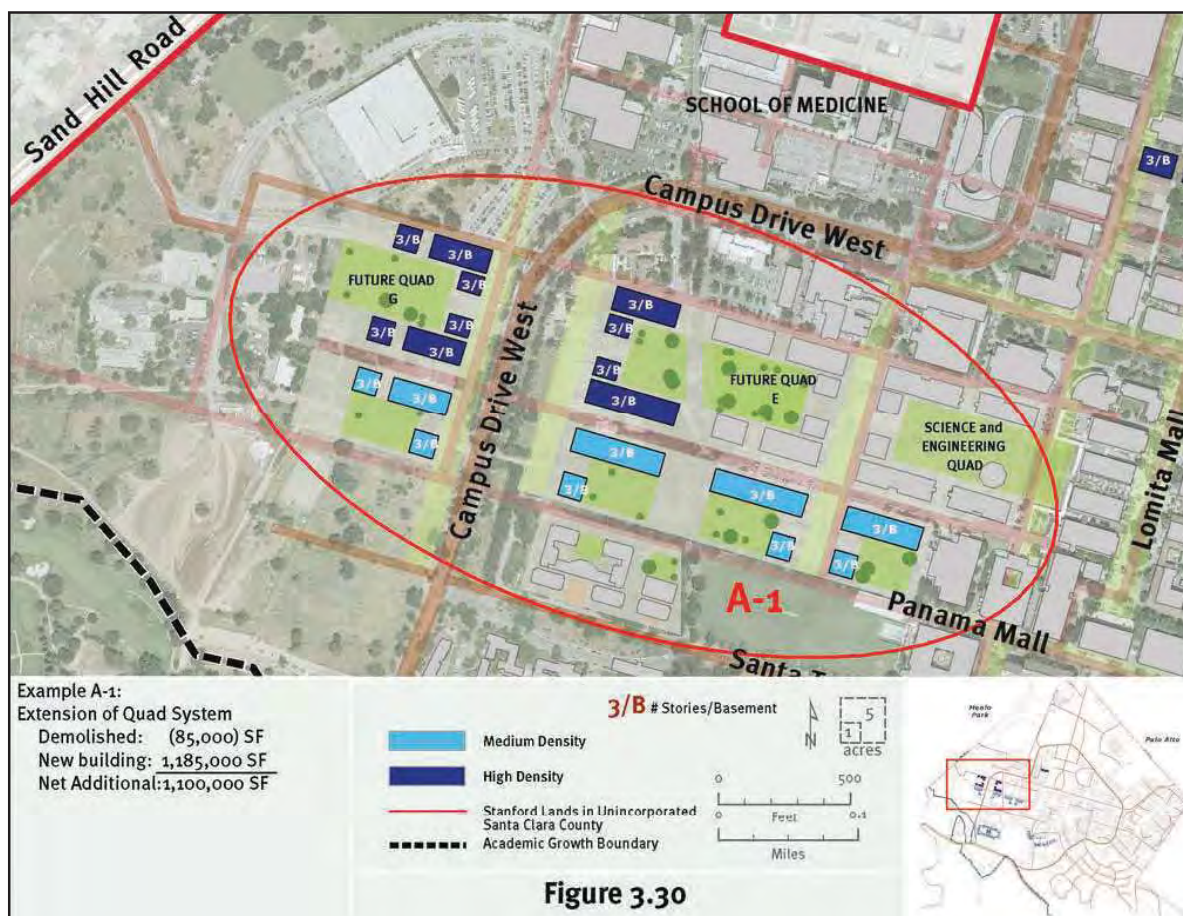


Figure 3.30 Example A- 1 Extension of Quad System

Example A-2: Golf Driving Range Development (Figure 3.31)

Currently used for low-density recreation, the golf course driving range could be redeveloped into a medium-density academic or housing precinct that fronts Lagunita. Based on the square footage of existing medium-density buildings on campus, a collection of two to three-story buildings on this site could yield approximately 480,000 square feet of new facilities, replacing 1,500 square feet of existing recreation facilities.

Example A-3: Campus Green (Figure 3.31)

The area south of White Plaza and the undergraduate Campus Center could be redeveloped to increase density while also reflecting the sinuous residential character that was originally designed in the Olmsted Plan to complement the more ordered nature of the quads. Currently this area is at the lower end of the medium-density scale, and it is anticipated that redevelopment could contribute to the sense of community by better connecting buildings and pathways. A campus green could support circulation and recreation, connecting the vibrant hub of student life in the Campus Center to potential recreational uses adjacent to Lagunita. The buildings in this area could be generally two to three stories in height.

This example suggests that if 138,000 square feet of existing space were demolished to redevelop these sites and construct 353,000 new square feet, medium-density facilities in this area of the campus could yield more than 215,000 additional square feet of development.

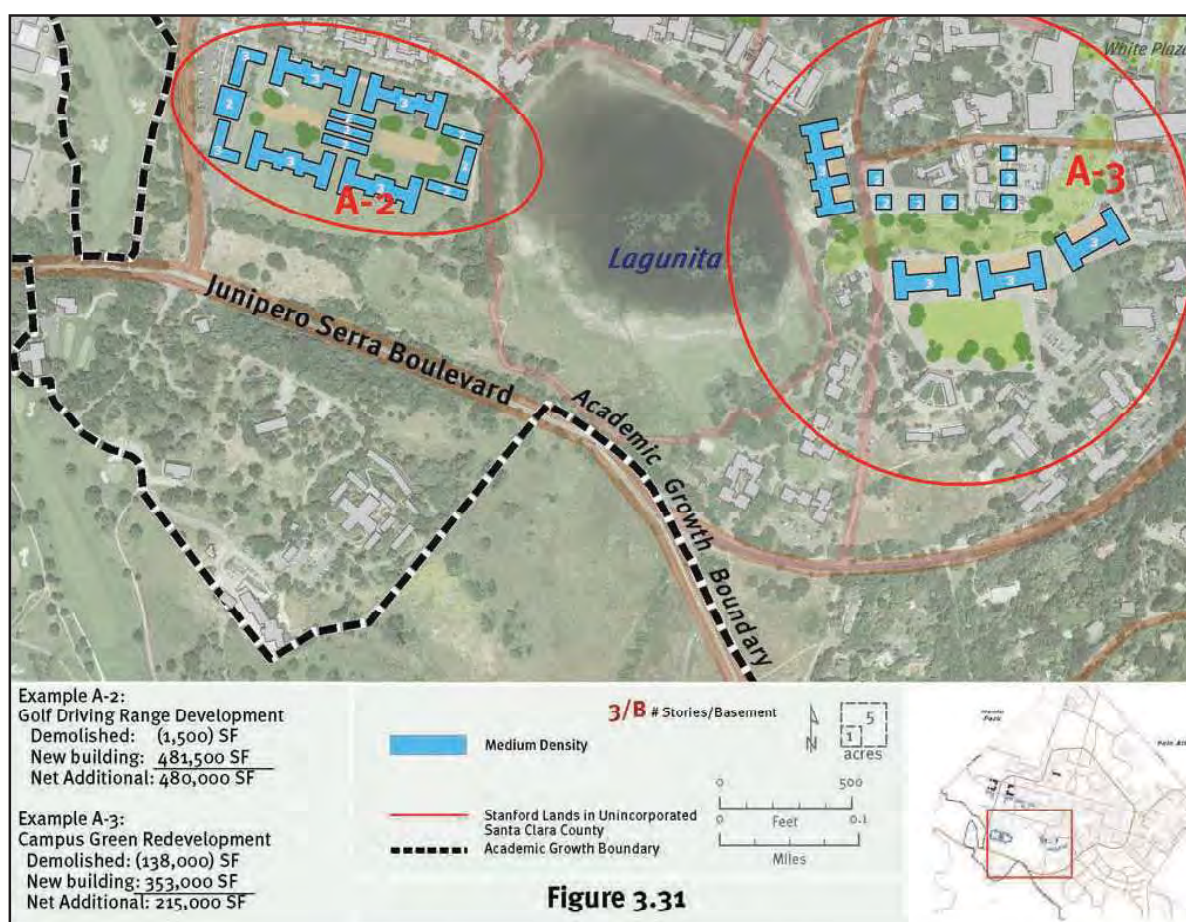


Figure 3.31 Example A-2 Golf Driving Range and Example A-3 Campus Green Redevelopment

Additional Infill Development

The examples in Scenario A analyze opportunities to address minimal growth needs in various campus locations. It is anticipated that in addition to these redevelopment projects, there would also be renovations and expansions to existing buildings and additional infill development that could yield 205,000 additional square feet of building space for a total of 2 million additional square feet of development.

Development Scenario B, Moderate Growth (Figure 3.32), analyzes how the University might accommodate moderate growth projections and is based on the same campus planning principles and conceptual density pattern that drive Scenario A. Scenario B assumes a growth rate that would result in 3.5 million additional square feet beyond the completion of the development allowed under the 2000 GUP square footage through 2035 and expands on the development examples that were used in Scenario A. Different development patterns may emerge, which also would be consistent with the campus planning principles. The following examples highlight possible components that could support the moderate growth projection.

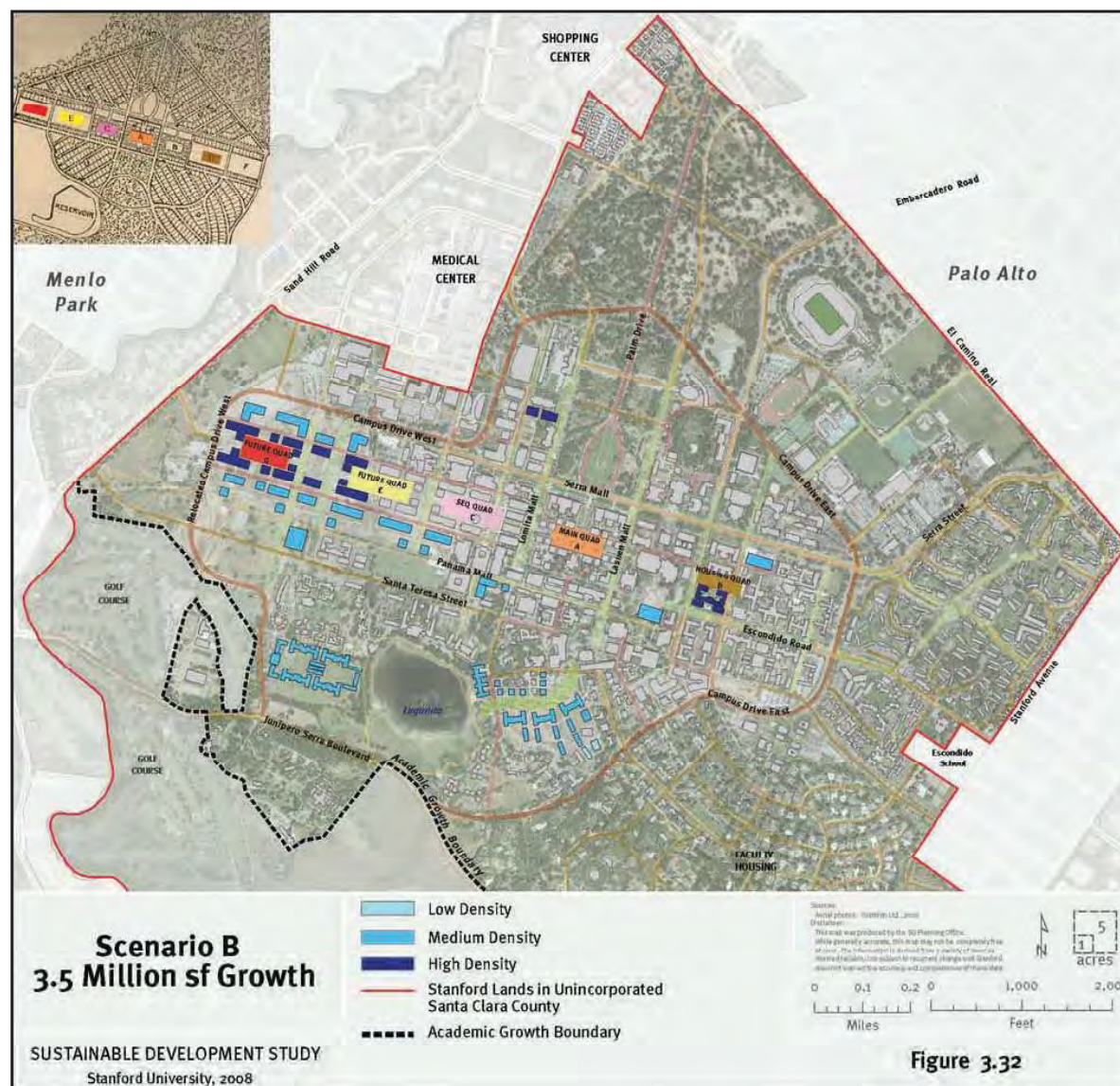


Figure 3.32 Scenario B Development Map (see fold-out map)

Example B-1: Extension of the Quad System (Figure 3.33)

A substantial portion of the growth in Scenario B could be accomplished by extending the quad system to the west of SEQ. Under this scenario, this could be accomplished by completing the remainder of Quad E and constructing an entire new Quad G.

Under Scenario B, a set of new buildings also could be developed to the south and north of this new high-density quad. Those buildings could be of a medium density and provide a transitional scale on Serra Street and Panama Mall. These new buildings are assumed to be a combination of two and three-story structures, and, like the buildings in the series of expanded quads, could be generally situated in an east-west orientation to maximize the harvesting of natural light and ventilation.

In this example, 132,000 square feet of existing buildings are assumed to be demolished, and those sites redeveloped to allow for the construction of more than 2,362,000 square feet of new space. This scenario could result in over 2,230,000 additional square feet of campus facilities.

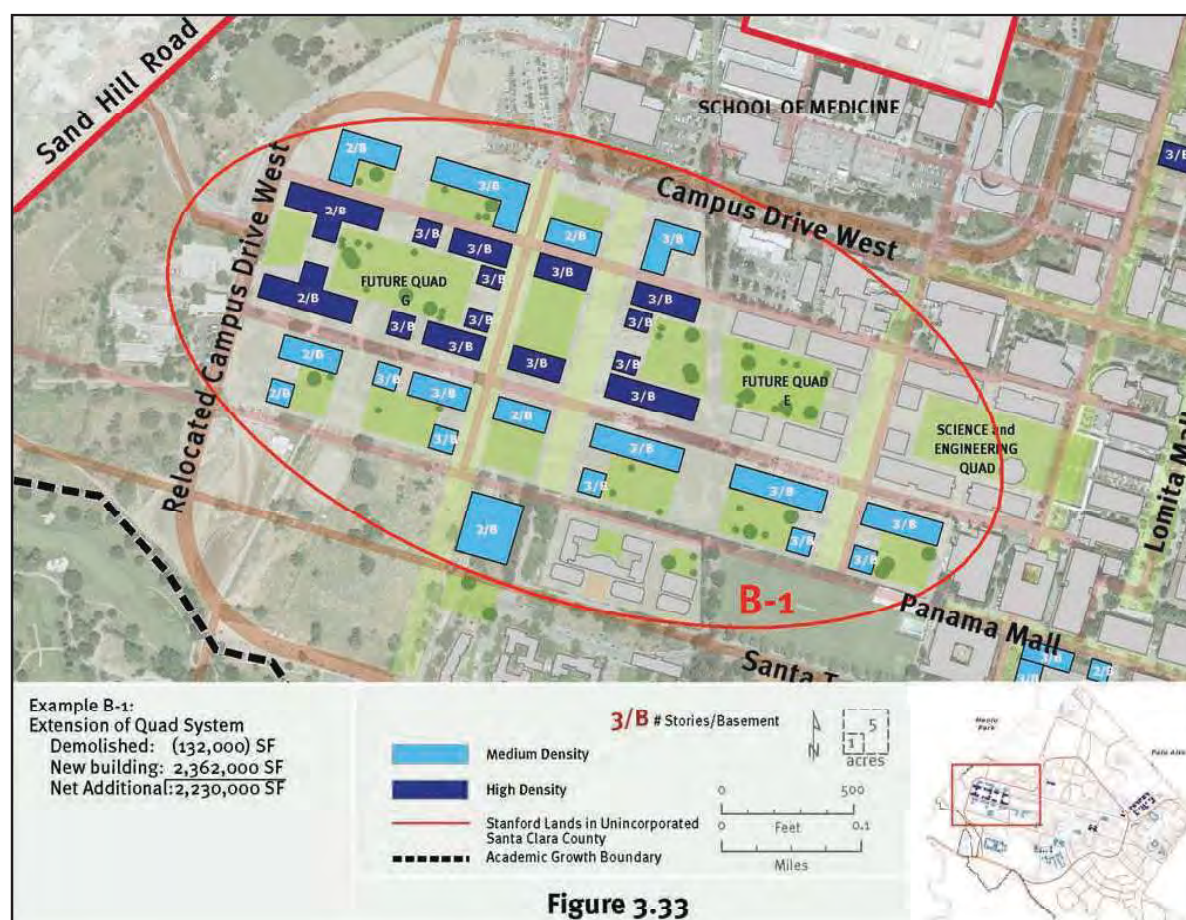


Figure 3.33 Example B-1 Extension of Quad System

Example B-2: Golf Driving Range Development (Figure 3.34)

As in Scenario A, the golf course driving range could be redeveloped into a medium-density academic or housing precinct that fronts Lagunita. A collection of two to three story buildings on this site could yield approximately 480,000 additional square feet of new facilities, replacing 1,500 square feet of existing recreation facilities.

Example B-3: Campus Green (Figure 3.34)

The area south of White Plaza and the undergraduate Campus Center could be redeveloped to increase density while reflecting the sinuous residential character that was originally designed in the Olmsted Plan to complement the more ordered nature of the quads. Under this Scenario, 138,000 square feet of existing space could be demolished to redevelop these sites with 488,000 new square feet of new medium-density facilities, resulting in about 350,000 additional square feet of development in this location.

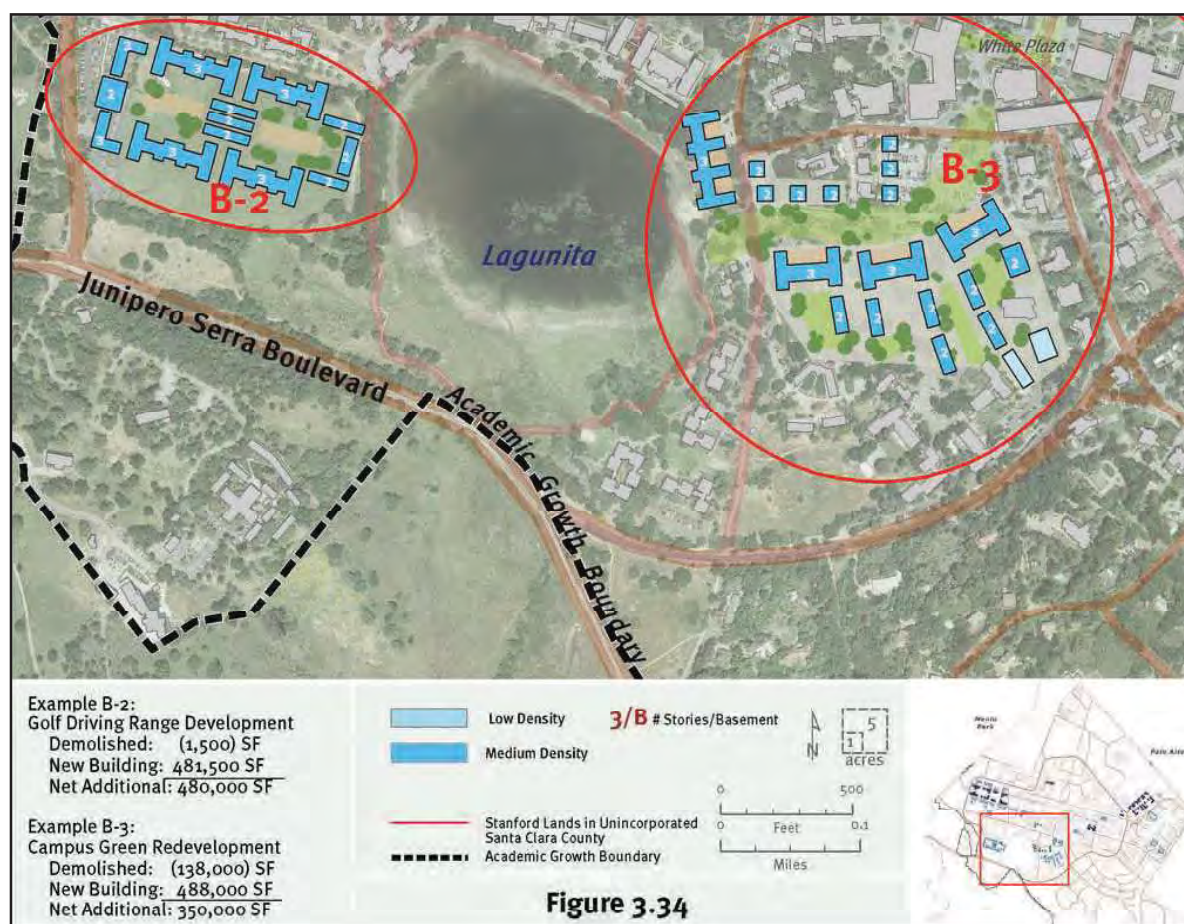


Figure 3.34 Example B-2 Golf Driving Range and Example B-3 Campus Green Redevelopment

Example B-4: Undergraduate Housing and Academic Infill (Figure 3.35)

This example illustrates the opportunity to construct new buildings on a variety of infill sites, including placing a high-density, three story housing complex south of the Encina Hall and Commons, which was originally constructed as the University's first men's dormitory and dining facility. This new complex could replace an existing low-rise dormitory and, at the same time, define a new quad in line with the linear series of quads found in the Olmsted Plan.

Another site, to the west of the existing Schwab Graduate Residences, could be used to replace one story service buildings with a medium-density academic or residential complex. A third site, located adjacent to the existing Law School and Green Library, also has the capacity accommodate a new building. This series of redevelopment projects could result in the demolition of 105,000 square feet of building space that could be replaced by 395,000 square feet of new construction, an increase of 290,000 additional square feet of development.

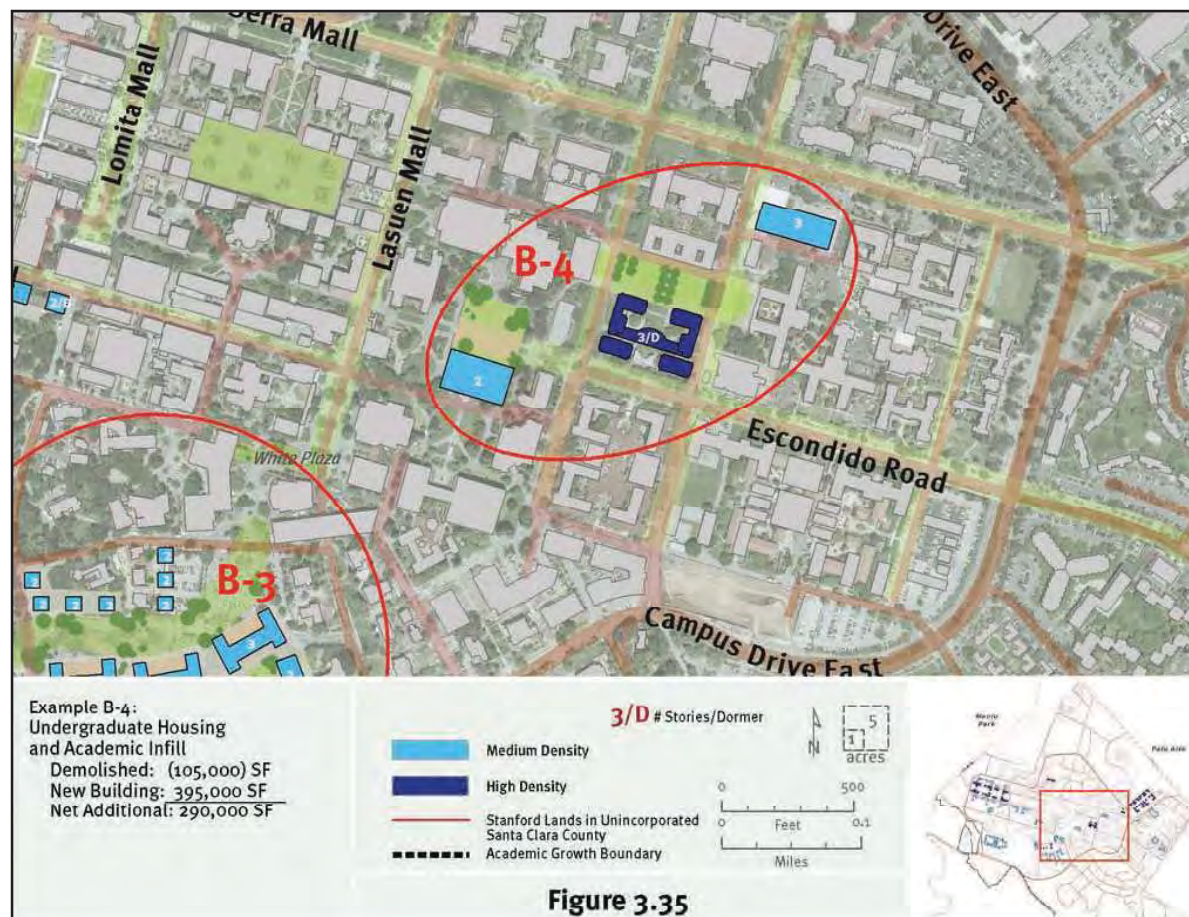


Figure 3.35 Example B-4 Undergraduate Housing/Academic Infill

Additional Infill Development

The examples in Scenario B analyze opportunities to address moderate growth rates in a variety of campus locations. It is anticipated that in addition to these redevelopment

areas, there also would be renovations and expansions to existing buildings and additional infill development that could provide approximately 150,000 additional square feet of development for a total of 3.5 million additional square feet of development.

Development Scenario C, Aggressive Growth (Figure 3.36), studies a development scenario designed to accommodate an aggressive growth rate through 2035. Grounded in the same campus planning principles and conceptual density pattern outlined in the other two scenarios, Scenario C evaluates the potential to construct 5 million additional square feet of academic and housing facilities between 2018 and 2035. The following examples illustrate the potential planning strategies to accommodate this growth rate.

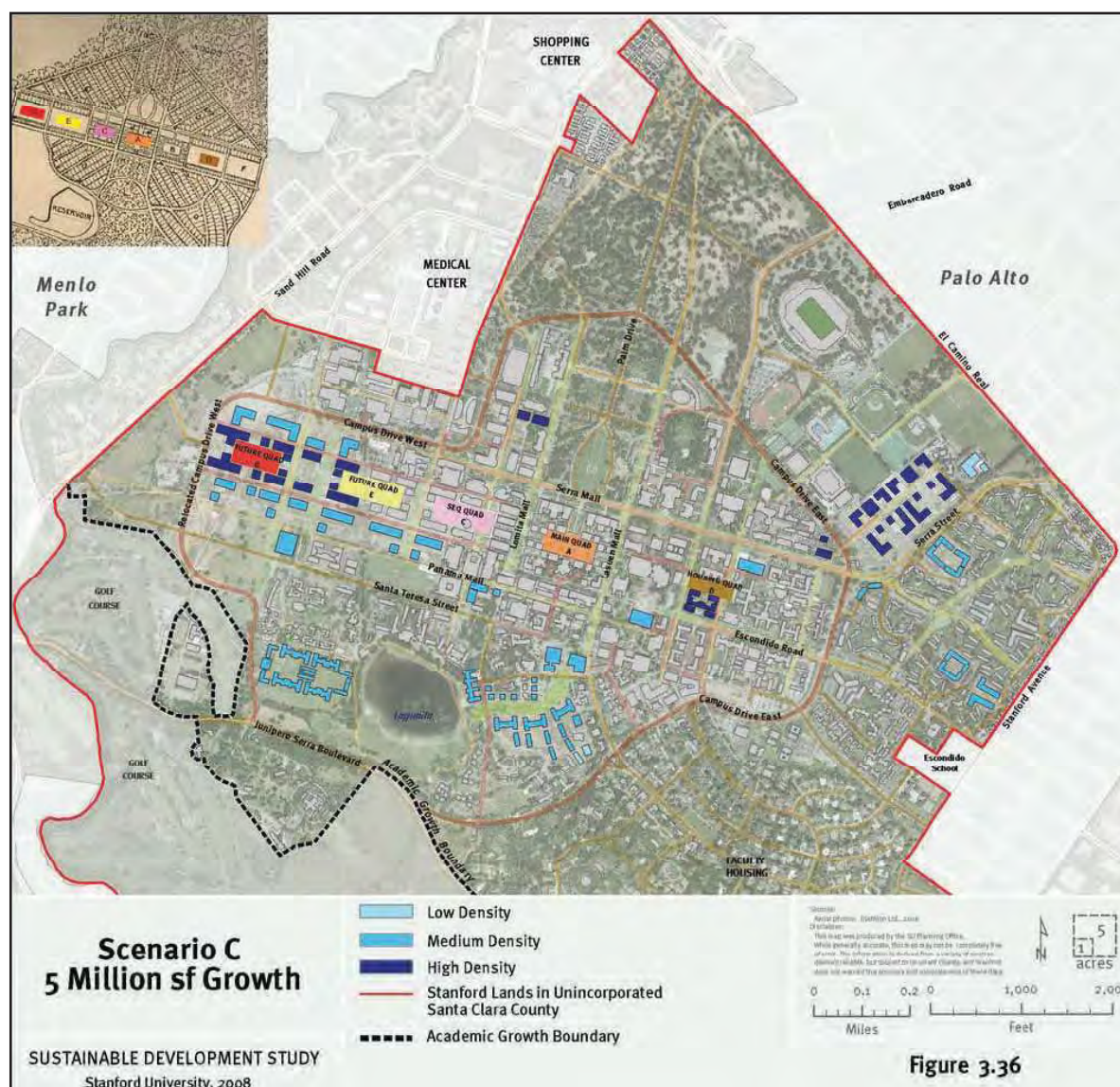


Figure 3.36 Scenario C Development Map (see fold-out map)

Example C-1: Extension of the Quad System (Figure 3.37)

The extension of the quad system in Scenario C could be similar to the expansion outlined in Scenario B in which 132,000 square feet of existing buildings could be demolished to allow for the construction of more than 2,362,000 square feet of new space. This could result in more than 2,230,000 additional square feet of campus facilities in these locations.

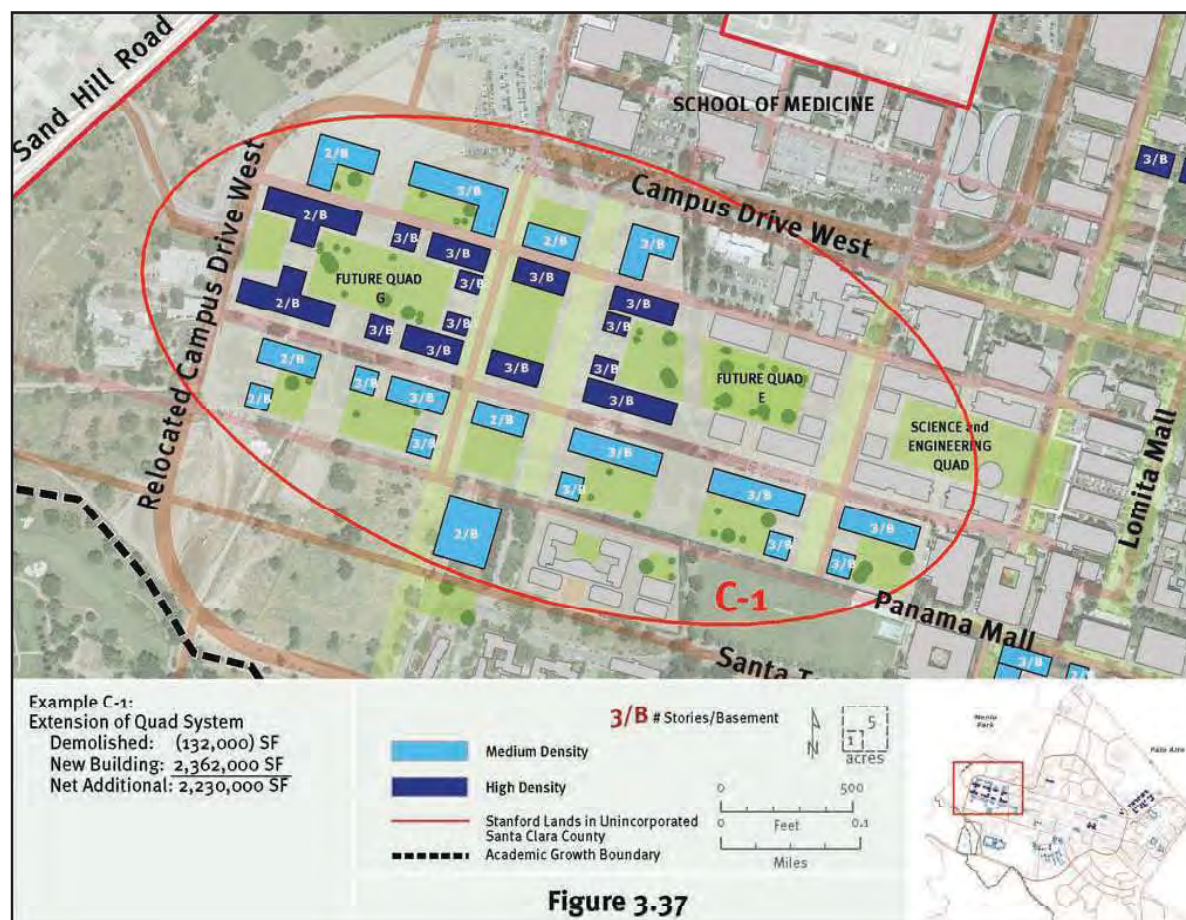


Figure 3.37 Example C-1 Extension of Quad System

Example C-2: Golf Driving Range Development (Figure 3.38)

The golf course driving range could be redeveloped with a collection of two to three story buildings on this site to yield approximately 481,500 square feet of new facilities, replacing 1,500 square feet of existing recreation facilities, for a total of 480,000 additional square feet of facilities.

Example C-3: Campus Green (Figure 3.38)

The area south of White Plaza and the undergraduate Campus Center could be redeveloped to increase density while also reflecting the sinuous residential character that was originally designed in the Olmsted Plan to complement the more ordered nature

of the quads. Scenario C shows that it would be possible to add more development in this area than was depicted under Scenarios A and B. Under this example, 310,000 square feet of existing space could be demolished to redevelop these sites and construct 715,000 new square feet of medium-density facilities, for a total of more than 405,000 additional square feet of development.

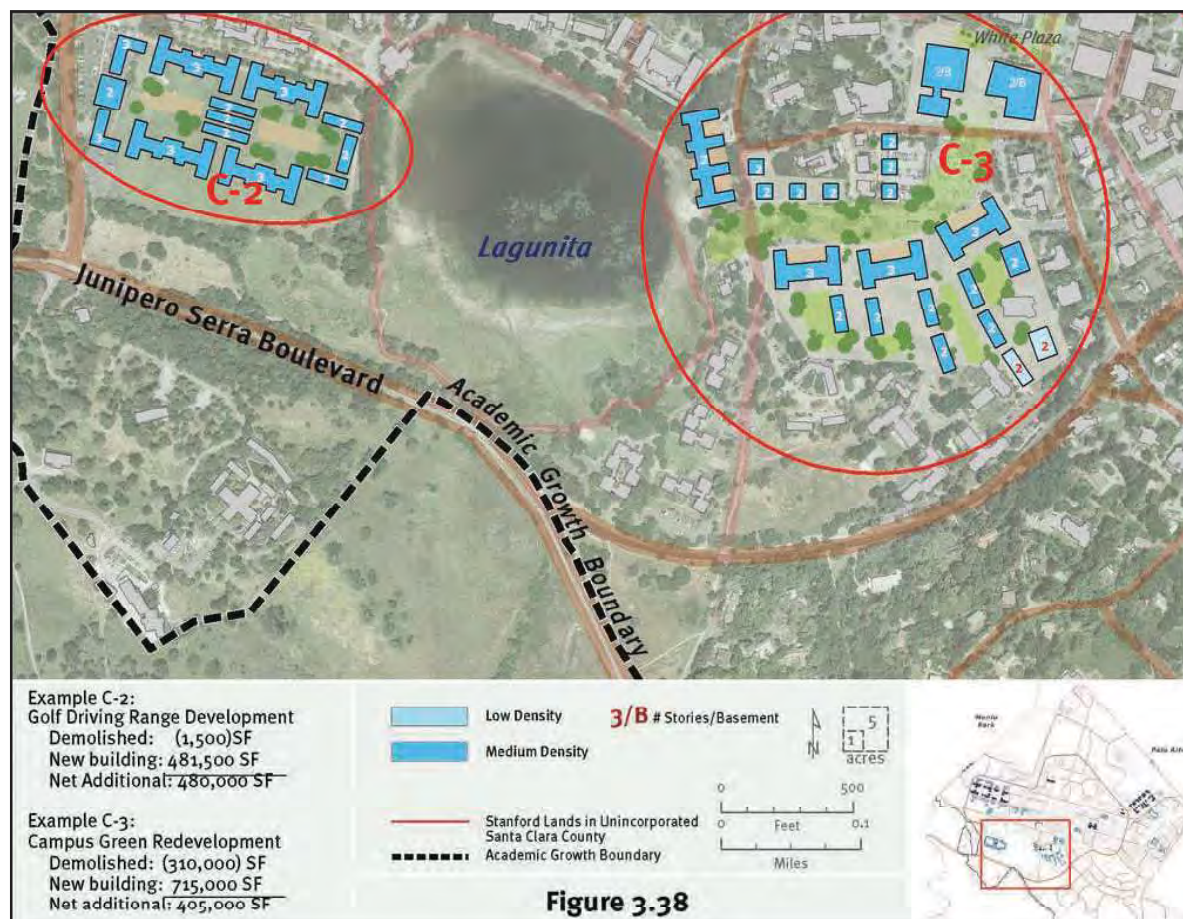


Figure 3.38 Example C-2 Golf Driving Range and and Example C-3 Campus Green Redevelopment

Example C-4: Undergraduate Housing and Academic Infill (Figure 3.39)

This example illustrates the opportunity to construct new buildings on a variety of infill sites. This series of redevelopment projects could result in the demolition of 105,000 square feet of building space that would be replaced by 395,000 square feet of new construction, for an increase of 290,000 additional square feet of development.

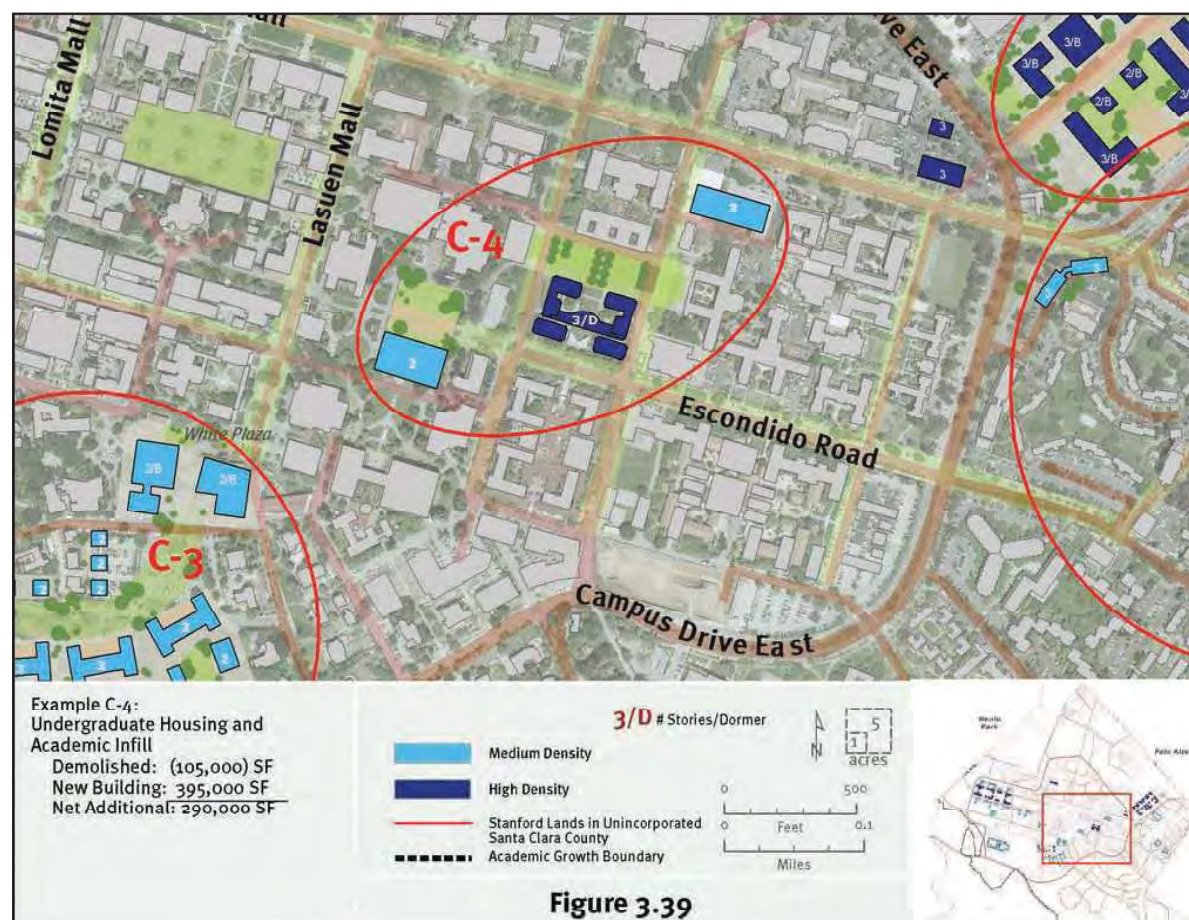


Figure 3.39 Example C-4 Undergraduate Housing and Academic Infill

Example C-5: Bonair Siding Redevelopment (Figure 3.40)

Bonair Siding, the area on the east side of campus that houses a majority of the facilities operations offices, storage, and equipment, could be redeveloped to support academic program growth or future housing needs. A collection of new three story buildings in this area, with associated basements, could generate a high-density area of 1,032,000 square feet of new building space, replacing more than 247,000 square feet of existing medium-density warehouse and office space for an increase of 785,000 additional square feet of development.

Example C-6: Escondido Village Redevelopment (Figure 3.40)

Escondido Village is currently a low-density housing community. Areas within the Village could be redeveloped in a more compact manner to accommodate future housing or even academic growth. In this example, 60,000 square feet of existing housing could be demolished and replaced with 470,000 square feet of new space, for a total of 410,000 additional square feet of development. With this potential expansion, the overall density for Escondido Village could be increased to medium density.

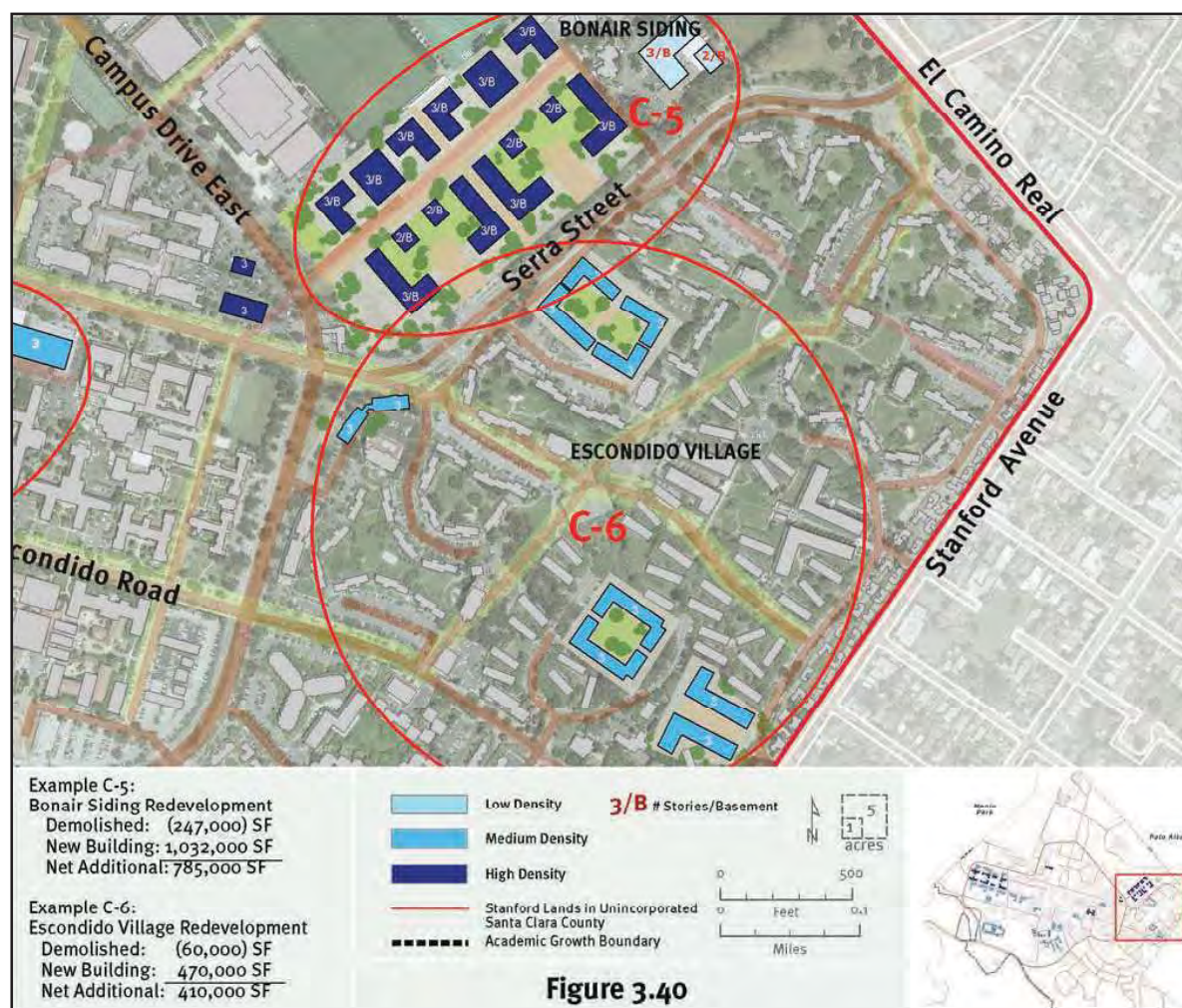


Figure 3.40 Example C-5 Bonair Siding and Example C-6 Escondido Village Redevelopment

Additional Infill Development

The examples in Scenario C analyze opportunities to address aggressive growth rates in a variety of campus locations. It is anticipated that in addition to these redevelopment areas, there also would be renovations and expansions to existing buildings and additional infill development that could provide approximately 400,000 additional square feet of development for a total of 5 million additional square feet of development.

Conclusion

These development scenarios demonstrate that maximum planned buildout through 2035 can be accommodated within the Central Campus inside the existing AGB through continued use of existing campus planning principles regarding the location and manner of development. Continuation of the current trends in campus development is likely to result in increased density without adversely affecting Stanford's academic learning environment and without creating undue pressure to expand campus development into the Foothills Development District.

The analysis also indicates that there may be opportunities to grow in a compact manner beyond the growth scenarios studied in this chapter. Redevelopment, renovations, and infill projects could continue to provide opportunities to increase densities and renew campus facility demands. For example, programs might be accommodated in space underneath recreation fields on the west side of campus or below future buildings. There also is the potential to increase density in the land along Sand Hill Road and still provide an appropriate transition to neighboring communities.

As Stanford University responds to the need for additional academic program space for research, education, and housing associated with campus life, it intends to maintain the quality environment and pride of place that has been the hallmark of its history and evolution.

This vision continues to be realized in part because of the University's continued implementation of campus planning principles:

- Implement the Olmsted Plan
- Develop in a compact manner
- Provide appropriate density transitions from the core to the edges
- Preserve campus character, including natural, landscape, and circulation systems
- Allocate and use existing space responsibly
- Optimize site planning to take advantage of climatic conditions



SUSTAINABLE DEVELOPMENT STUDY CHAPTER 4: FOOTHILLS | OUTSIDE THE AGB



Chapter 4: Foothills | Outside the AGB

Introduction

The Stanford Community Plan requires the Sustainable Development Study (Study) to identify potential areas within the Foothills that could accommodate future development. The term “Foothills,” as used in this Study, refers to the area designated as “Foothills Development District” in the 2000 General Use Permit (GUP). Development scenarios shown in Chapter 3 demonstrate, at a conceptual level, that Stanford University could accommodate maximum planned buildout through 2035 within campus lands located inside the Academic Growth Boundary (AGB). Actual University growth and program needs for the Foothills District beyond the 2000 GUP are not currently known. As discussed in Chapter 3, it appears that the AGB would not need to be moved through the Sustainable Development Study planning horizon based upon the range of development scenarios evaluated for the Central Campus.

This chapter describes and evaluates the Foothills land located outside the AGB. The Stanford Community Plan states:

“With respect to the Foothills, the Sustainable Development Study shall identify all area(s) of potential future development. The potential development area(s) shall be consistent with the Community Plan strategies and policies, which include but are not limited to the strategies and policies relating to compact urban development, conservation of natural resources, open space protection, maintenance of scenic values, and avoidance of hazards.”¹

Although limited development is allowed under the 2000 GUP, the University has no current plans or proposals to build new academic facilities in the Foothills. This chapter establishes an approach for evaluating Foothills areas that could be considered for potential development in the future. It should be noted that all of these lands are currently designated Open Space and Field Research (OS/FR) or Special Conservation Areas (SCA) by the Stanford Community Plan, which already restricts allowable development. In the Background and Principles sections of this chapter, the Foothills lands will be placed in context through a brief discussion of the history, geopolitical background, regulations, policies, and planning principles employed to date by the County of Santa Clara and Stanford University. The chapter will also review existing development that has occurred under the 2000 GUP and generally describes the types of future activities that may occur based upon current knowledge about long-term University needs.

In order to identify the natural resources and sensitive features in the Foothills, this chapter analyzes the lands using Geographical Information Systems (GIS) to layer

¹ *Stanford Community Plan (SCP). Chapter 1 – Growth and Development, Implementation Recommendation SCP GD(i)4, Page 19*

mapped resources and environmental and regulatory sensitivities. Infrastructure to support new facilities is not included as a factor in the sensitivity analysis and would need to be evaluated for specific projects and sites. This chapter describes how a sensitivity analysis can be used to synthesize relevant mapped information. If and when an academic need that requires a foothills setting is identified in the future, such a sensitivity analysis can be used in conjunction with the application of Foothills planning principles and assessment of program needs to identify potential development areas appropriate for the particular use. Additional site-specific analyses would also be conducted in conjunction with a proposed project to refine the sensitivity information available for a given location. A description of the Stanford University and County of Santa Clara processes is provided in the Analysis section of this chapter.

Background

GEOGRAPHICAL CONTEXT

The Stanford Foothills in unincorporated Santa Clara County cover approximately 2,400 acres² of rolling topography located south of the AGB and east of Alpine Road (Figure 4.1).

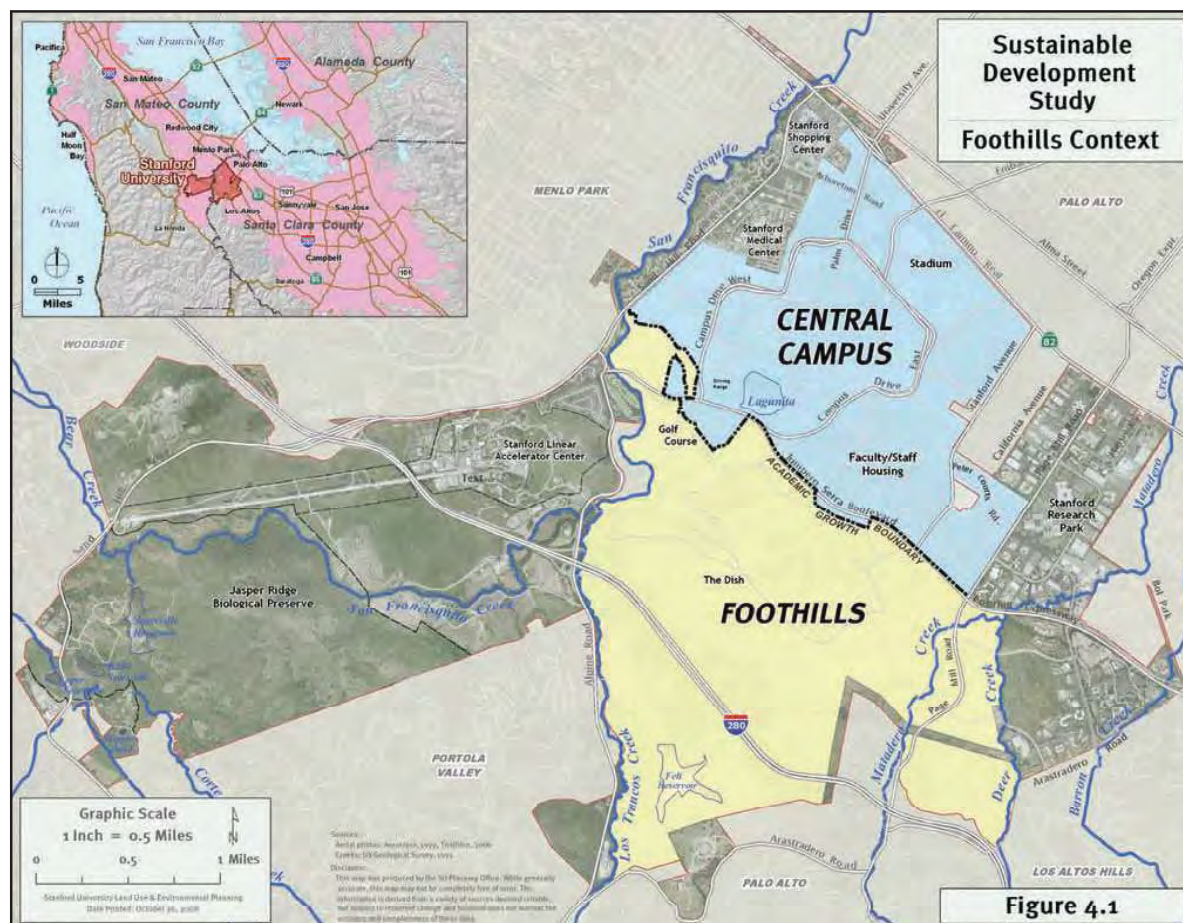


Figure 4.1 Location of Stanford Foothills in Santa Clara County (see fold-out map)

² This amount includes all roads (I- 280, Page Mill Road, Junipero Serra Boulevard) on Stanford lands in the Foothills, which are not included in the subsequent analyses.

This land currently accommodates a wide range of land uses from academic to agriculture to recreation. Two major roads, I-280 and Page Mill Road, divide the land into three main areas: north of I-280 (1,475 acres), south of I-280 (530 acres), and east of Page Mill Road (250 acres). The lands also lie within two watersheds: Matadero/Deer and San Francisquito/Los Trancos creeks.

HISTORY

The history of these lands can be described starting with the Native Americans who occupied the area as the Spanish began to colonize through the advancing missions and rancheros. The native inhabitants, sometimes referred to as the Ohlone, maintained villages along the larger creeks and exploited the valley and foothills for food and other resources. The Spanish ranch introduced European-style agriculture, significantly altering the native plant communities and providing a structure for the redistribution of land as property. The western expansion of the United States, eventually peaking with the California Gold Rush, brought the opportunity for Leland Stanford to amass wealth and acquire a major farm in Palo Alto as respite from his more formal residences in San Francisco and Sacramento. The Stanfords used the land to raise racehorses and grow wine grapes, while other acreage was leased to tenants to grow commercial crops.

During the Palo Alto Stock Farm era, in the late 19th century, the Stanfords and their tenants used the Foothills grasslands for grazing stock. As was common practice, the farmers diverted and modified creeks and drainages to support agricultural uses, creating both seasonal and permanent lakes and reservoirs. Modest logging, quarrying, and mining enterprises, operated by tenants, took place during this period. While the existing character of the Foothills area is often perceived as “natural,” in fact the land strongly reflects this history of human intervention.

Chapter 3 describes how the Stanfords created the Central Campus and how it evolved north of the AGB. The Foothills were not immediately needed for academic buildings or housing. The Founding Grant of the University recognized the value of the lands not immediately needed for the primary campus, and required that “the rents and issues there from” be used in support of the University. Thus, the renting of lands in the Foothills for agriculture, maintenance, and income commenced with the founding of the University.

Although agriculture continues to occupy the largest portion of these properties, a wide variety of other activities related to the University also take place in the Foothills. Cattle and equestrian uses juxtaposed with research radio antennas are emblematic of the broad range of such activities (Figure 4.2).



Figure 4.2 Foothills antenna use

FOOTHILLS REGULATION

Stanford's Foothills are held by the University for academic purposes. Stanford's first Use Permit was an open-ended, one-page document approved by the County of Santa Clara in 1962, which was before the California Environmental Quality Act (CEQA) and the practice of fully analyzing short and long-term environmental effects of development. Subsequently, in response to the need for more public participation and thoughtful consideration of Stanford's land use and development, two changes occurred: (1) the City of Palo Alto, the County of Santa Clara, and Stanford entered into a City Services (CS) Zone agreement that described governance and provision of municipal services for Stanford's Santa Clara County lands and (2) the County of Santa Clara determined a need for an updated use permit.

The University produced its 1980 Land Use Plan to anticipate and understand better how it might operate and develop over a given period of time. The 1980 Land Use Plan was given to all of the jurisdictions governing Stanford's lands and provided explanation about Stanford's intentions for the use of its land by reiterating the Founding Grant's directive that the lands were specifically for the purpose of supporting the University.

In 1985, the CS Zone agreement was updated as the 1985 Land Use Policy Agreement, commonly known as the Three-Party Agreement. The Land Use Policy Agreement continues to recognize that all of Stanford's lands are held in perpetual trust for educational purposes, and that those areas designated as "Academic Reserve and Open Space" may be used for agricultural and accessory purposes until they are needed for

academic use. Subsequently, the 1995 update of the Santa Clara County General Plan similarly included an “Academic Reserve” designation for the Stanford Foothills.

In contrast to the 1962 permit that simply allowed “the operation of a university,” the 1989 General Use Permit for the University required description of the nature and intensity of the operation at much greater detail. When the County approved the 1989 General Use Permit for Stanford’s lands, the Foothills were designated as a Special Condition Area where individual uses were evaluated and permitted separately because of environmental sensitivities.

In 1998, when Stanford began to approach the specified 1989 GUP development limit of 2,100,300 square feet including academic, academic support, and housing, it prepared an application for a new General Use Permit (2000 GUP) and Stanford Community Plan (SCP) that would establish land use policies specific to Stanford.

The adopted SCP recognizes the importance of the 1985 Land Use Policy Agreement and states that the County intends to maintain and enhance that agreement. The SCP Growth and Development chapter establishes an Academic Growth Boundary (AGB). The policies, strategies, and implementation recommendations for lands outside the AGB are geared toward protection of resources, avoiding hazards, and limiting academic activities to those that require a remote and natural setting for their basic functioning. The SCP states that the AGB “is not meant to be a permanent planning boundary, but it does need to remain in place for a long enough period of time to ensure that development will be directed toward the Central Campus over the long term.”³ The AGB will remain in the established location at least until 2025 according to the SCP.

Lands outside of the AGB are designated Open Space and Field Research (OS/FR) or Special Conservation Areas (SCA) in the SCP. Allowable uses within the OS/FR designation include: field study activities, utility infrastructure in keeping with the predominantly natural appearance of the foothill setting, grazing and other agricultural uses, recreation activities which are consistent with the protection of resources and with appropriate policies regarding Foothill access, and specialized facilities and installations that by their nature require a remote or natural setting.⁴ These policies are reinforced by a 2000 GUP condition requiring OS/F zoning to implement the OS/FR designation. The County adopted OS/F zoning in 2003, which provides more specificity about the standards and uses of Foothills lands.

Allowable uses within the SCA designation are limited to conservation activities and habitat management. The SCP recommends an implementation measure to adopt Special Conservation zoning for the areas with this designation. The County will pursue zoning for the SCA designation once the United States Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration – National Marine Fisheries Service (NOAA Fisheries) approve a Habitat Conservation Plan for Stanford’s lands. This process is further described in the section on Planning and Development Under the 2000 GUP.

³ SCP, Chapter 1 – Growth and Development, page 13

⁴ SCP – Land Use (LU- 26), page 34

Foothills Planning Principles

The regulations adopted by the County of Santa Clara for the use of Stanford's Foothills lands, land use policies identified in the SCP, and the information the University has obtained from long-term management of its lands can all be synthesized into a set of planning principles for the Foothills. These principles are being, and will continue to be, implemented through the planning horizon for this Study (2035):

- Protect and enhance natural resources
- Avoid development in high sensitivity areas unless a specialized program use has unique siting requirements
- Maintain flexibility to accommodate current and future University needs

PROTECT AND ENHANCE NATURAL RESOURCES

For the University, its Foothills lands are an academic resource for uses that require a remote setting and the natural resources located on these lands and, furthermore, which can provide teaching and research opportunities in the natural sciences. Stanford places great value on these resources and actively protects and enhances them. The University constantly evaluates its operations in the Foothills in order to reduce any adverse effects to its natural resources. These efforts are described in the Conservation Activities section of this chapter.

AVOID DEVELOPMENT IN HIGH SENSITIVITY AREAS

UNLESS A SPECIALIZED PROGRAM USE HAS UNIQUE SITING REQUIREMENTS

A second guiding principle for the University's use of its lands in the Foothills is to avoid development in high sensitivity areas unless a specialized program use has unique siting requirements. This principle is reinforced by the adopted SCP policy (SCP-LU 26) and OS/F zoning, which allow "specialized facilities and installations that by their nature require a remote or natural setting..." While it is not possible to predict all of the future uses that may be necessary to promote the purposes of the University, following the principle of avoiding highly sensitive areas unless programmatically required ensures that proper consideration will be given to all of the factors that come into play in occupying Foothills sites.

Historically, Stanford has utilized land sensitivity analyses as a component of its Foothills planning. In order to identify potential development sites, University planners review land characteristics and sensitivities, regulatory requirements, and programmatic needs. The identified potential sites then receive site-specific analyses to refine the sensitivity information prior to initiating Stanford and County of Santa Clara application processes. The Sensitivity Analysis and methodology are described later in this chapter.

MAINTAIN FLEXIBILITY TO ACCOMMODATE CURRENT AND FUTURE UNIVERSITY NEEDS

The historic patterns of land use show that the uses that have occurred in the Stanford Foothills have been varied and sometimes unpredictable. The remaining antennas and their support facilities are a small portion of the network that existed when radio telescopic research peaked in the 1960s. Since that time, other needs have emerged that

resulted in development of land in the Foothills, some of which has taken place outside of unincorporated County of Santa Clara. Such development includes Portola Valley (equestrian) Training Center, water storage reservoirs for the University and Menlo Park, biological field stations, and SLAC (formerly known as Stanford Linear Accelerator Center).

More recently, growing desires for recreational facilities from neighboring communities have led to proposals to locate trails, parks, and other recreational facilities in the Foothills lands.

Some of the land in the Stanford Foothills is leased for use as plant nurseries, grazing, and other agricultural uses. Stanford maintains a portfolio of property that it develops or leases to provide revenues to support its academic programs, including leases for commercial agricultural uses on lands held in reserve for future academic needs. In those cases, the University retains the right to reclaim such lands for academic use on short notice, since these lands are held to support its academic mission.

It is impossible to predict future University needs 100 years from now or even 25 years from now. For example, when the Stanfords laid out the campus in 1886, they could not have imagined that part of their stock farm would be used for antennas large enough to pick up signals from outer space. Now, universities are placing monitors in locations similar to Stanford's Foothills to assess the effects of climate change.

The retention of large land areas for unknown but potentially crucial future uses has guided the historical development of the Foothills and will continue to do so. Stanford's land reserves allow the University the flexibility to respond strategically to new directions in teaching and research. One of the University's greatest strengths is the permanence of its land assets.

Planning and Development

UNDER THE 2000 GUP

In the 2000 GUP, the County of Santa Clara created a Foothills Development District to encompass the lands outside of the AGB. At the time the County approved the 2000 GUP, less than 15,000 gross square feet (gsf) of existing development was located in the Foothills Development District. Under the 2000 GUP conditions, a maximum of 15,000 additional new square feet of building area may be located in the Foothills, and no individual building or facility may exceed 5,000 square feet. To date, Stanford has constructed a net increase of 4,732 gross square feet of structures in the Foothills consisting of the Brick Barn renovation located in the Stanford Equestrian Center and the Guard Shack located at Stanford Avenue and Junipero Serra Boulevard.

In addition to the relatively small amount of development constructed under the 2000 GUP, Stanford has undertaken many operational and conservation activities in the Foothills lands since just before 2000. These operational and conservation activities, which are in accordance with the principles described in the previous section, are described below.

OPERATIONAL ACTIVITIES

An example of balancing programmatic need and resource sensitivity occurred just prior to the adoption of the SCP and approval of the 2000 GUP. Stanford had identified a need to fortify its emergency water supply capabilities. Siting and designing a new reservoir involved analysis of the location of the water conveyance system, local access roads, topography, composition of the plant community and tree patterns, and local drainage and hydrology. Stanford developed a design that contoured excavated material to match existing topography, re-seeded the slopes with a seed mix developed by conservation biologists, enlisted Stanford's oak planting contractor to expand the oak woodlands, and added road extensions to allow better access for maintenance and operation of the new facility and other utility infrastructure. By matching the needs of its water system to the capabilities and sensitivities of the Foothills site, the University was able to construct needed infrastructure, improve water supply operations, reduce impacts of the new facility, and promote conservation objectives.

Just prior to adoption of the SCP and approval of the 2000 GUP, Stanford carried out a variety of activities to improve public access to the Foothills, while protecting sensitive creek corridors and woodland areas from damage caused by hikers and off-leash dogs (Figure 4.3). Stanford temporarily closed public access to the service roads in the "Dish" area, located between I-280, Junipero Serra Boulevard, Old Page Mill Road, and the Stanford Golf Course. The purpose of the closure was to resurface the service roads, remove and restore unauthorized trails, delineate the approved route for public recreational use, clarify and post rules, and fortify fencing to prevent future unauthorized recreational use. Stanford also improved a pedestrian path from the gate at Stanford Avenue/ Junipero Serra Boulevard (where the majority of public users enter) to a junction with the existing service road (Figure 4.4). To ensure compliance with regulations for recreational use, the Stanford Department of Public Safety began stationing community service officers at the Stanford Avenue gate.

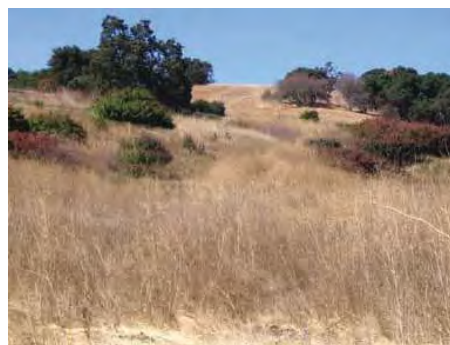


Figure 4.3 Dish area restoration: before, 2000 (left), and after, 2008 (right)

The "Makin' Hay" outdoor art installation was approved under the 2000 GUP (Figure 4.5). The Stanford Cantor Center for Visual Arts outdoor sculpture program requested approval for the Foothills site because the piece was designed for a rural, pastoral setting. The County of Santa Clara found that the proposed use was a part of the academic program with specialized site requirements unique to the Foothills.



Figure 4.4 Dish route view, 2008



Figure 4.5 Art Makin' Hay 2002

In 2004, unused academic buildings and antennas were demolished at the retired Site 515 radio telemetry location. The University removed long-abandoned equipment and buildings, preparing the site for potential re-use, and restoring more natural landscape conditions to the site.

The University has regularly improved and maintained roadways, water pipelines, electrical transmission lines, and other infrastructure located in the Foothills. Since adoption of the 2000 GUP, utility changes have included replacement of utility lines and installation of photovoltaic panels on Reservoir II.

Stanford also has managed its leases to further its conservation efforts (Figure 4.6). Since 2000, the University has worked with existing tenants to relocate agricultural, nursery, and equestrian operations, including an equestrian trail, farther from sensitive resources near the creeks. An equestrian tenant replaced an existing facility with one farther from Los Trancos Creek, creating a location for future habitat conservation activities.



Figure 4.6 Leasehold - Boething Nursery

Such development and maintenance activities are responsive to the regulations, policies, and objectives for these lands set forth in the SCP/2000 GUP. For example, the OS/FR designation permits “recreational activities which are consistent with protection of environmental resources...” Controlling and containing recreational use helps protect sensitive habitat areas and stems the proliferation of unauthorized trails that could reduce the visual quality of the area. The University’s commitment to increased protection of natural resources is further demonstrated by the conservation activities that have occurred under the 2000 GUP.

CONSERVATION ACTIVITIES

Following the Dish restoration program, the University hired a Conservation Program Biologist who conducted a number of restoration research projects geared toward improved management of the grasslands and restoration of the native plant community. Those projects provided the University with useful knowledge that has been applied to the restoration of minor disturbances in the Foothills and that will be used as it develops future conservation and restoration programs.

Under the 2000 GUP, the University has improved breeding habitat for California tiger salamanders with the aim of creating additional breeding habitat in the Foothills in order to reduce pressure on the breeding habitat in Lagunita in the Central Campus. In 1989, the University constructed experimental ponds in the Foothills to provide breeding habitat for California tiger salamanders. The 2000 GUP required additional ponds to further mitigate potential adverse effects to California tiger salamanders in the Foothills and the Central Campus. In 2003, the County of Santa Clara granted Architecture and Site Approval and issued grading permits to improve the original ponds and to construct six more. The University enlisted the services of a restoration biologist/hydrologist who specialized in wetlands restoration to design and oversee construction. These new and improved ponds have proven successful in modifying hydrological conditions to capture sufficient runoff for breeding habitat and exhibit biological indicators of success.

The University recently received approval for its Steelhead Habitat Enhancement Project to improve the existing Los Trancos Creek Fish Ladder to facilitate steelhead passage and to provide more efficient water diversion operations.

Furthering the principle of protecting and enhancing natural resources, the University is working with the USFWS and NOAA Fisheries to prepare a Habitat Conservation Plan (HCP) in support of incidental take permits. The Stanford HCP is designed to benefit federally protected species and the ecosystems upon which they depend. The primary biological goals of the plan are to increase the populations of these species and enhance their habitats on Stanford land.

The Stanford HCP provides an integrated habitat conservation program that will benefit all of Stanford lands, including the Foothills and Central Campus lands in the unincorporated portions of the County of Santa Clara. This conservation program will include the following components:

- Creation of Management Zones according to the habitat value of the land, ranging from Zone 1 (which supports one or more of the protected species) to Zone 4 (which does not support protected species)
- Minimization measures to reduce or avoid future impacts when possible
- Creation of permanent conservation easements along creeks, where land will be actively managed for the benefit of protected species and activities will be limited to those that support conservation purposes or maintenance of existing facilities. These easements will total approximately 140 acres in unincorporated Santa Clara County
- Creation of a 315-acre California Tiger Salamander Reserve in the lower Foothills, where development would be prohibited for the 50-year life of the HCP and where future conservation easements will be located if California tiger salamander habitat is developed
- Creation of a 95-acre California tiger salamander management area in the Central Campus, where land and operation of Lagunita will be actively managed for the benefit of California tiger salamander
- Monitoring, management, and enhancement (e.g., additional breeding ponds, removal of non-native species) of protected areas
- Tracking of effects to habitat so that mitigations (i.e., easements and enhancements) are always greater than the impacts of development

FUTURE TO 2035

The University has no current plans or proposals to build new academic facilities in the Foothills. Because future specialized needs for development cannot be known at this time, this Study does not assume that any particular amount of development beyond that authorized by the 2000 GUP would be pursued. This Study uses a planning horizon of 2035, and this section discusses the potential land use and development activities, including conservation activities, that might occur within that period in the Foothills. History has, however, indicated a need to remain flexible to respond to unanticipated needs. Any conjecture as to future development should be seen only as an example to illustrate how future initiatives might be assessed considering the regulatory and environmental constraints on these lands. As in the past, future activities in the Foothills will respond to the Foothills planning principles.

ACADEMIC USES

Given the current frequency of requests from academic departments for the use of the Foothills, the University expects that the need for sites to accommodate field activities will continue well beyond the life of the 2000 GUP. Stanford anticipates that engineering, science, humanities, and arts programs will continue to generate research and study opportunities that would be served by the special characteristics of the foothills. It is also possible that these or other programs could initiate a request for new facilities or other site improvements in the Foothills. Possible facilities could include field-station-type buildings to house labs and offices, new antennas or other distant sensing devices, plant growth facilities, studios, field equipment storage, and staging facilities.

Additionally, the University occasionally leases sites to affiliated academic institutions for their facilities which might include technical research facilities such as labs or antennas. Such affiliated institutions often directly support activities of Stanford researchers. For example, the Big Dish radio antenna is operated by SRI on a site licensed by Stanford, and this is used by the Stanford Gravity Probe “B” project to track and receive data from satellites.

SUPPORT USES

Future support uses could vary widely. Infrastructure such as reservoirs, roads, pipelines, and specialized facilities that require a remote setting might be needed to serve the campus or the region. Although the University has planned well and does not anticipate building additional reservoirs for its water needs, the City of Palo Alto has approached Stanford about siting reservoirs for emergency supply and recycled water storage. The University has provided both Palo Alto and Menlo Park with sites for similar uses in the past. Stanford also maintains a site for a wood recycling facility operated by its waste management contractor in the OS/F zone. With the trend toward greater diversion of waste from landfills, there could be a need to consider expansion of current recycling capabilities.

Agricultural uses are considered support activities, as they provide income as well as maintenance of the lands while the interim use occurs, thereby lessening the burden on the University’s operating budget. If the current grazing and nursery tenants were replaced by other agricultural users, new facilities or site improvements could be necessary. The University has, in the past, received requests for land to establish orchards, organic farms, native plant nurseries, cattle raising, and vineyards.

It is not possible to determine the compatibility of any of the possible future uses with lands in the Foothills. However, the next section provides a sensitivity analysis approach that will be used by the University to verify suitable sites. Such analysis will help to avoid impacts to natural resources; however, site-specific analyses would also be utilized if individual projects were pursued.

Analysis

Planning for academic facilities in the Foothills involves a more complex site selection process than is typically required for the Central Campus. The Sensitivity Analysis initially will be used by the University to determine whether a development project that requires a specialized setting should be proposed in the Foothills, and if so, where the development project could be sited to avoid or minimize effects on sensitive resources.

The Sensitivity Analysis is one step in an internal Stanford University review and approval process (Figure 4.7). Before planners begin to evaluate sites, academic officers (president, provost, and deans) must approve any initiative as essential to the academic mission and functioning of the University. Capital projects above an identified threshold or requiring a significant change in land use must be approved by the Board of Trustees. After a potential site or sites are identified through the Sensitivity Analysis, other

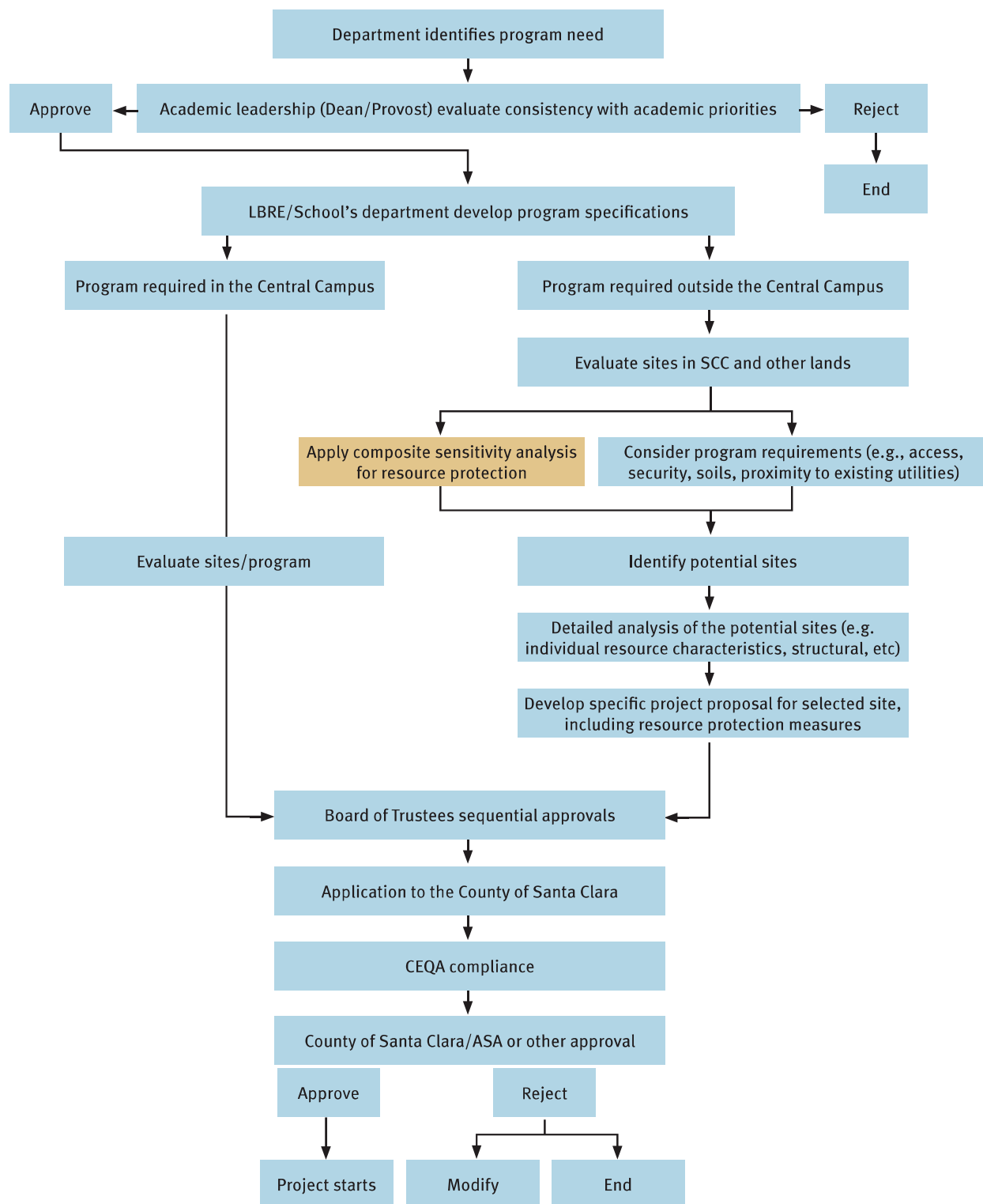


Figure 4.7 Planning process for academic facilities

operational and programmatic factors are evaluated. Factors evaluated would include but not be limited to infrastructure needs and availability, traffic, and access, proximity and affinity to other programs and facilities.

The University would then submit the proposal to the County of Santa Clara for its review, as is the case for all development under the 2000 GUP. For any projects proposed in the Foothills District, the County of Santa Clara would determine whether the proposed use was consistent with the 2000 GUP and the applicable zoning. The County of Santa Clara also would undertake the visual analysis specified in the OS/F zoning and determine whether the environmental impacts of the project had been addressed in the 2000 GUP EIR. This determination would take into account project-specific visual analyses, as well as the specific characteristics of the proposed development project and its setting. The County of Santa Clara would have the information in the Sensitivity Analysis to assist in its review, but it would also conduct further site-specific investigation to the extent it determines such investigation is needed.

Generally, the County of Santa Clara review would be conducted through the Architectural and Site Approval Committee process. If an initiative were to require an amendment to the 2000 GUP or a change in County Land Use regulation or policy, it would require a recommendation by the County of Santa Clara Planning Commission and approval by the Board of Supervisors.

PURPOSE OF THE ANALYSIS

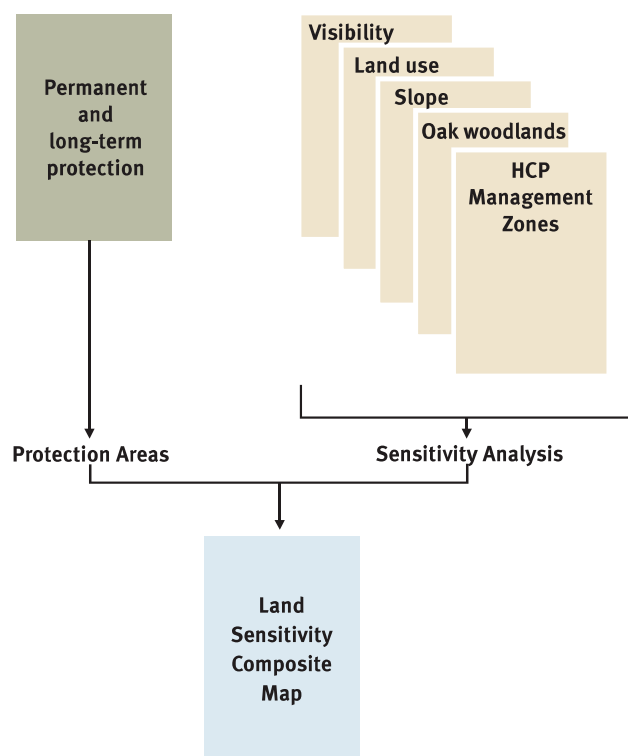
The University prepared a Sensitivity Analysis to evaluate proposed uses in the Foothills based upon environmental and regulatory characteristics (see Appendix B). If and when an academic need is identified in the future, a sensitivity analysis can be used in conjunction with the application of Foothills planning principles and an assessment of program needs to identify potential development areas appropriate for the particular use. It is through the use of the Sensitivity Analysis as well as project-specific environmental review that the University provides “protection and/or avoidance of sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults,” as specified in the Stanford Community Plan; however, a modeling exercise can never supplant project and site-specific analyses.

METHODOLOGY

The Sensitivity Analysis determines land sensitivity for resource protection in the Foothills. First, Stanford University identified the most important habitat areas that are considered “Protection Areas”. These areas will have either permanent protection (mostly located in streams and riparian areas) or long-term (50-year) protection. These Protection Areas cover approximately 20 percent of the Foothills.

Then, in order to assess the sensitivity of the remaining lands, an overlay method to perform a multifaceted analysis of the Foothills’ environmental sensitivity of the Foothills was prepared⁵. By using this method, different information can be layered and combined to identify overall sensitivity and suitability for different types of land uses. In the overlay method, environmental information and other information such as regulatory constraints are depicted on individual thematic maps (themes). For example, habitat zones, slope, and viewsheds would each be mapped to provide thematic maps. The University prepared six thematic maps; five of them (HCP management zones, Oak woodlands, Slope, Land Use, and Visibility) to overlay in its Sensitivity Analysis. The overlay Sensitivity Analysis and the Protection Areas were then compiled, creating a new composite map that reflects the values of all six constituent themes.

Appendix B includes a detailed description of the methodology used to prepare the Sensitivity Analysis. The following chart summarizes this methodology.



⁵ Ian L McHarg (*Design with Nature*, 1969) overlay approach assigns values to any environmental factors or themes. In these themes, a particular attribute (class) is assigned a numerical or nominal value that is a measure of the ability of that condition to accommodate a particular use.

The Sensitivity Analysis consists of the following steps:

Step 1: Select resource components

Step 2: Define classes and assign sensitivity values (sv)

Step 3: Perform overlay model

Step 4: Define sensitivity categories

These components include both environmental and regulatory information.

Step 1:
Select resource
components

The components identified for this analysis are: Protection Areas, HCP Management Zones, Oak woodlands, Slope, Land use designations, and Visibility from primary roads (Figure 4.8). Each of these components is defined briefly here and in greater detail in Appendix B.

Protection Areas. The University is working with USFWS and NOAA Fisheries to prepare a Habitat Conservation Plan (HCP). To prepare the HCP, the University studied the habitat characteristics of its lands and identified the most sensitive habitat areas. On lands in the unincorporated area of the County of Santa Clara these habitat areas will be designated in the HCP as:

- Conservation easements: 140 acres of stream and riparian habitat located in the San Francisquito/Los Trancos creeks and Matadero/Deer creeks to be dedicated permanently for conservation
- Conservation reserves: 315 acres of California tiger salamander habitat located in the lower Foothills to be protected for long term (50-year) conservation

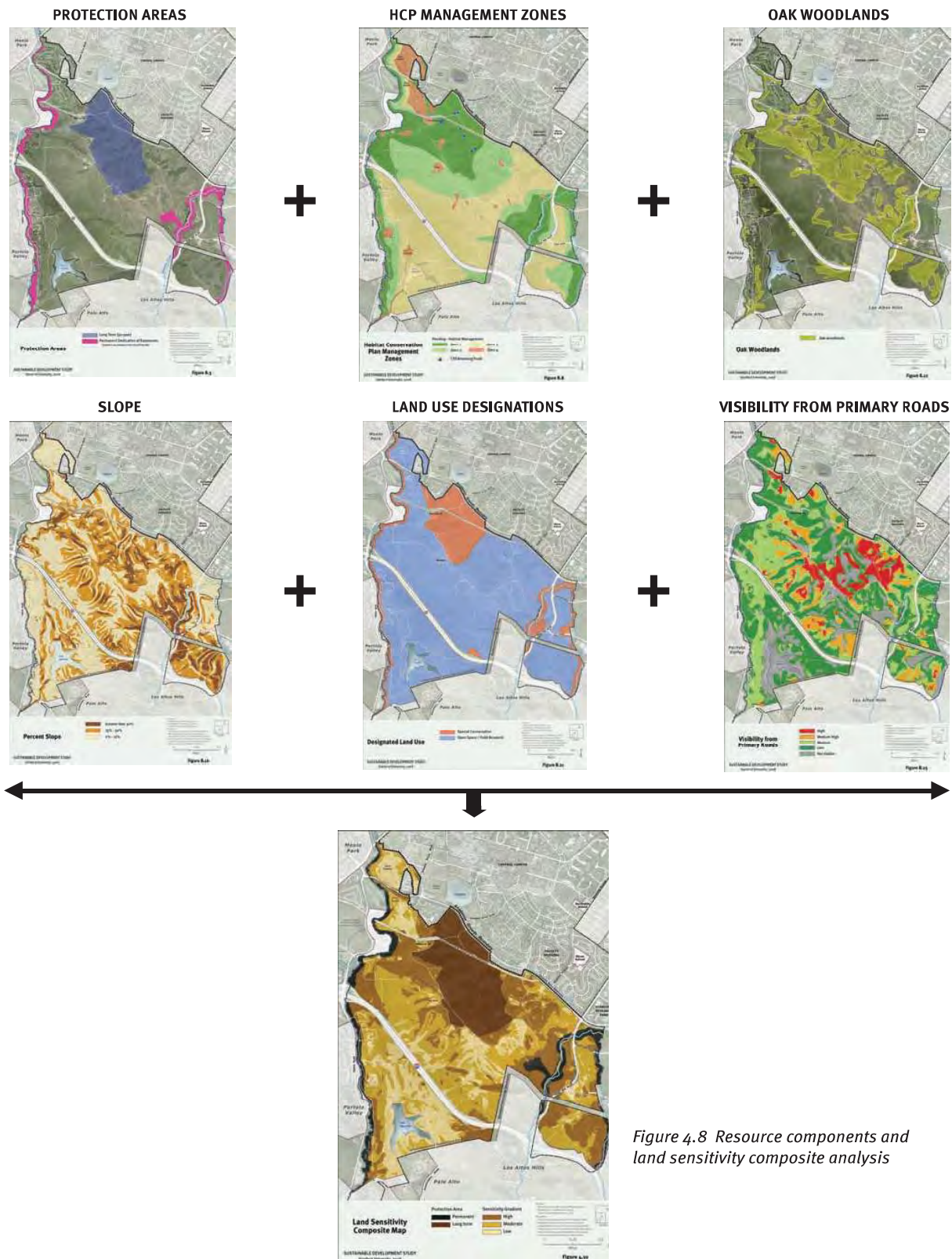
The conservation easements and reserves are mapped as Protection Areas. Because the HCP would prohibit development of these lands during the Study period (2035), except for purposes of habitat enhancement, no further sensitivity analysis of these lands is performed and they are not given sensitivity rankings. Only those lands that do not have a regulatory prohibition on development are given sensitivity rankings in this analysis, including the components below. However, the Protection Areas are included in the final composite analysis and map.

HCP Management Zones. In areas outside the Protection Areas, the HCP identifies Management Zones that correspond to the relative habitat value for the covered species. The HCP habitat values range from Zone 1, which has a high habitat value, to Zone 4, which has a low habitat value.

Oak Woodlands. Oak woodlands are located throughout the Foothills. The HCP does not prioritize oak woodlands as habitat for covered species, thus the Protection Areas and HCP Management Zones do not reflect the sensitivity of these lands. Oak woodlands provide nesting and roosting habitat for a variety of wildlife species, as well as important visual benefits.

Slopes. Any development activities on lands with steep slopes need to address erosion and slope stability issues. As slopes increase, these requirements would also increase.

Thematic Maps



Land Use Designations. The County of Santa Clara designates lands in the Foothills as Special Conservation Areas or Open Space and Field Research (OS/FR). Special Conservation Areas are subject to greater restrictions than OS/FR land.

Visibility From Primary Roads. Through its OS/F zoning, the County of Santa Clara has developed and applies a methodology for assessing the relative visibility of sites in the Foothills from defined primary roads.

**Step 2:
Define classes and
assign sensitivity
values (sv)**

Each component is broken into several classes to allow relative ranking of sensitivity within the component. GIS mapping is used to assign a sensitivity value to each cell that represents a 5' x 5' area of land. For example, a thematic map depicting oak woodland would include cells with a higher value assigned to them in locations where woodland is present, and cells with a lower value where woodland is absent.

As another example, a thematic map depicting HCP Management Zones would include cells with a higher value assigned to them in areas that the HCP identifies as Zone 1 habitat, and cells with a lower value assigned to them in locations that the HCP identifies as Zone 2 habitat.

**Step 3:
Perform overlay
model**

The individual thematic maps for each component are then combined to create one map by adding together the sensitivity values assigned to each cell on the component maps to create a single sensitivity value for each 5' x 5' cell on the combined map.

This overlay method will purposely reinforce certain heightened sensitivities. For example, a cell that represents land that is located both within HCP Zone 1 habitat and within the Special Conservation Area land use designation would receive a higher combined score than a cell that represents land that is located both within HCP Zone 1 habitat and within the OS/FR land use designation. This difference in combined value reflects that, in addition to being sensitive species habitat, there would also be greater regulatory restrictions that would apply to a proposal to develop Special Conservation Areas land as compared to OS/FR land.

The final composite map of the six thematic maps shows the Protection Areas as distinct from the sensitivity categories. These areas were not given sensitivity rankings, as the HCP would result in a regulatory prohibition on development in these areas.

**Step 4:
Define sensitivity
categories**

For ease of analysis, the total scores for each cell are aggregated into three sensitivity categories (high, moderate, and low). This provides a relative ranking of the land areas. Should a more refined analysis be required, the underlying data can be easily accessed.

RESULTS

The distribution of the Protection Areas and land sensitivity categories are shown in Table 4.1 and Table 4.2, and Figure 4.9 and Figure 4.10.

TYPE	TIME	LOCATION	AREA (ACRES)	FOOTHILLS PERCENTAGE
Conservation easement	Permanent protection	Los Trancos/San Francisquito creeks; Matadero/Deer creeks	140	6%
Conservation reserve (50 years)	Long-term protection	California tiger salamander habitat	315	14%
Total⁶			455	20%

Table 4.1 Protection Areas

CATEGORY	AREA (ACRES)	FOOTHILLS PERCENTAGE
High sensitivity	575	26%
Moderate sensitivity	760	34%
Low sensitivity	420	19%
Total⁶	1,755	79%

Table 4.2 Land sensitivity categories – Areas of Potential Development

LAND SENSITIVITY AREAS: PROTECTION AREAS

The most critical areas for the conservation of natural resources “Protection Areas” cover approximately 455 acres, about 20 percent of the Foothills. Under the HCP, development of these areas will be prohibited either permanently (6 percent) or for the 50-year life of the HCP (14 percent). Therefore, Protection Areas are not considered areas of potential future development under the Sustainable Development Study.

⁶ Of the 2,210 acres of land analyzed, Felt Lake, approximately 30 acres and Hetch Hetchy Aqueduct, approximately 10 acres are not included in the analysis.

LAND SENSITIVITY AREAS: AREAS OF POTENTIAL DEVELOPMENT

The remaining land, approximately 1,755 acres, is considered to be theoretically available for potential future development. The sensitivity rankings provide planners with information about resource issues and constraints of Foothills lands that will be considered if and when an academic need that requires a remote setting is identified during the planning horizon. The lands that fall into the various sensitivity categories are further described below.⁷

Approximately 26 percent of the land is ranked High sensitivity. The highly sensitive areas typically represent high values in at least two of the resources components such as HCP Management Zone 1 and presence of oak woodland. Examples of environmental factors combined in this category are:

High Sensitivity

HCP-Zone 1(8)	Oak w. (5)	Slope 0-15% (1)	SCA (7)	Visibility high (6)	Total= 27
HCP-Zone 1(8)	Oak w. (5)	Slope >30% (4)	OS/FR (1)	Visibility med-high (5)	Total= 23
HCP-Zone 1(8)	No oak (0)	Slope 0-15%(1)	SCA (7)	Visibility medium (3)	Total= 19

The Moderate sensitivity area covers approximately 34 percent of the land and it represents a varied combination of environmental conditions, frequently having one resource component with the highest rank. Examples of environmental factors combined in this category are:

Moderate Sensitivity

HCP-Zone 4 (1)	Oak w. (5)	Slope 15-30% (2)	OS/FR (1)	Visibility low (1)	Total= 10
HCP-Zone 2 (5)	No oak (0)	Slope 15-30% (2)	OS/FR (1)	Visibility medium (3)	Total= 11
HCP-Zone 3 (3)	No oak (0)	Slope 15-30% (2)	SCA (7)	Not Visible (0)	Total= 12

Approximately 19 percent of the Foothills land is ranked Low sensitivity. These areas have low values of habitat, usually HCP Zone 3 or 4, no oak woodlands and no steep slopes. Examples of environmental factors combined in this category are:

Low Sensitivity

HCP-Zone 4 (1)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Visibility low (1)	Total= 4
HCP-Zone 3 (3)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Not visible (0)	Total= 5
HCP-Zone 3 (3)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Visibility low (1)	Total= 6

⁷ A full description of the ranking is provided in Appendix B.

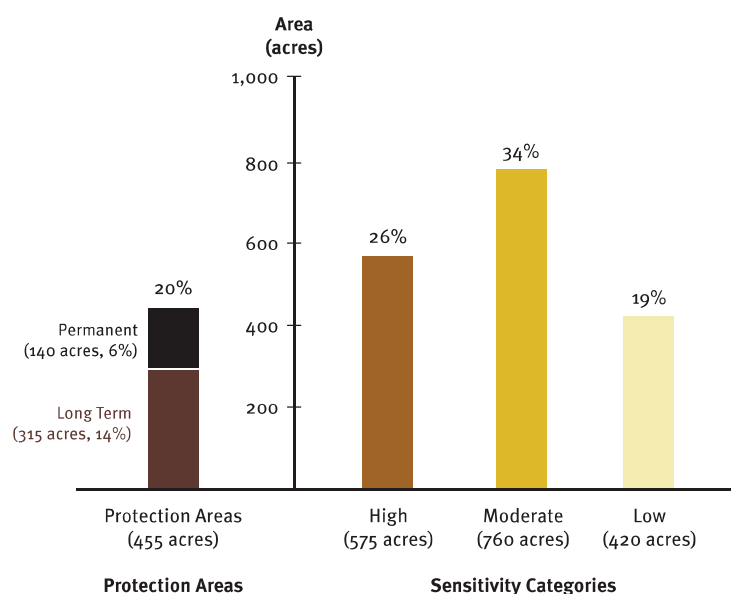


Figure 4.9 Protection Areas and Land Sensitivity Summary Chart

With the exception of the High-sensitivity areas located in the riparian corridors, the spatial distribution of these categories (Figure 4.10) shows the following regions of predominant land sensitivity:

High land sensitivity in the areas located:

- Between Junipero Serra Blvd. and the Dish's ridgeline⁸
- Between Junipero Serra Blvd. and Coyote Hill Road
- Between Deer Creek Road and I-280

Moderate land sensitivity in the areas located:

- Between the Dish area's ridgeline and I-280
- Between Coyote Hill Road and Deer Creek Road

Low land sensitivity in the areas located:

- South of I-280
- Between the Academic Growth Boundary and northwest of Hetch-Hetchy Aqueduct (current golf course area only)

The result of this analysis can be used in aggregated form as presented in Figure 4.10 to inform broader, planning level decisions about the use of Foothills lands. The information produced by this analysis may be used by Stanford when factoring resource conservation into decision-making processes.

⁸ With the exception of the golf course area.



USE OF COMPONENT SENSITIVITY ANALYSES

Although the Sensitivity Analysis is a useful guide for recognizing resources to be avoided and for identifying areas available for development, it cannot be used exclusively to specifically define the location or capacity of the Foothills for future development. Other factors must be considered when determining whether a Foothills site is appropriate for development.

The types of specialized uses that could be considered for Foothills lands often have unique site or land requirements. For example, antennas often need ridgetop prominence or line-of-sight visibility to another facility. Specialized agriculture may require specific soils or slopes. An academic field station might require proximity to a particular resource for research. Adherence to the principle of matching facilities program needs with site capabilities dictates that analysis be performed on a case-by-case basis, specific to a particular proposal.

The Sensitivity Analysis for each component studied can be used to better understand each resource area and site capabilities of Foothills lands overall. The data imbedded in the files that produce the GIS maps are keyed to 5' x 5' cells and can be used to assist in more detailed, site-specific analysis. This finer level of detail could be used when siting an individual structure, such as a field research station or an antenna. These types of uses might need to be located in areas with high or moderate sensitivities, but the analysis can be used to identify specific sites to avoid potential environmental harm.

Conclusion

Although 15,000 square feet of development in the Foothills is allowed under the 2000 GUP, the University has no specific plans for facilities expansion or development in the Foothills. Agricultural uses will continue, and the University will continue to implement improvements in management practices to protect resources. Conservation activities will continue and increase when the HCP is approved by federal agencies. Reservoir uses, as well as utilities infrastructure, will also continue. Additionally, the University will continue to conduct research in the Foothills and to hold the lands as academic reserves.

The Sensitivity Analysis described in this chapter is a process that delineates protection areas, sensitive resources, and other factors constraining development in the area. This is a methodology that the University has and will continue to use in the future when assessing the location and manner of development of lands in the Foothills for uses that require a specialized setting. The ways in which this analysis could be used are further described in Appendix B, which includes a hypothetical case study.

Overall, the information produced by this analysis may be used by planners when factoring resource conservation into decision-making processes, along with the following Foothills planning principles:

- Protect and enhance natural resources
- Avoid development in high sensitivity areas unless a specialized program use has unique siting requirements
- Maintain flexibility to accommodate current and future University needs



SUSTAINABLE DEVELOPMENT STUDY CHAPTER 5: ENVIRONMENTAL SUSTAINABILITY PROGRAM



Chapter 5. Environmental Sustainability Program

Introduction

The phrase “sustainable development” as used in the Stanford Community Plan and General Use Permit primarily encompasses land use planning principles promoting compact growth and protection of natural resources. The previous chapters of this Sustainable Development Study address these land use planning principles.

Over time, the term “sustainability” has evolved to encompass a wider array of environmental strategies. In addition to its research and educational interests in these areas, Stanford’s sustainability efforts extend to University facilities and operations in six different city and county jurisdictions. Stanford recently received the highest grade award from Sustainability Endowments Institute for its campus sustainability programs. The University’s sustainability programs are designed to encourage innovation and experimentation to determine measures best suited to the needs of the campus community and its physical environment. Sustainability is a rapidly evolving field with extraordinary challenges, and the University’s programs will continue to change to take advantage of new insights and advancements. In addition, the University will comply with any new regulatory requirements that are adopted in the future.

This chapter presents a broader view of Stanford’s sustainability principles, programs, and how they are - and will continue to be - carried forward into the University’s planning, building, and operations. The University’s environmental sustainability programs focus on major elements of resource conservation and environmental protection, including energy and climate change, transportation, water, and waste. Further, in addition to addressing sustainability in its existing facilities, the University recognizes that times of growth present opportunities to raise the overall sustainability of its campus by embedding high performance in its new buildings and major renovations. The University has therefore made “green” building a distinct focus in its sustainability programs.

Sustainability Defined

Sustainable development has its origins in the work of the World Commission on Environment and Development, established in 1983 by the United Nations General Assembly to formulate a global agenda for change. The Commission's charge was to propose long-term environmental strategies for achieving sustainable development by the year 2000 and beyond.

In the foreword to the Commission's 1987 report entitled *Our Common Future*, the Commission's Chairman Gro Harlem Brundtland wrote:

"The environment does not exist as a sphere separate from human actions, ambitions, and needs, and attempts to defend it in isolation from human concerns have given the very word 'environment' a connotation of naiveté in some political circles. The word 'development' has also been narrowed by some into a very limited focus, along the lines of 'what poor nations do to become richer'...But the environment is where we all live; and development is what we all do in attempting to improve our lot within that abode. The two are inseparable."¹

This approach to global issues spawned a new way of thinking about the environment and what it meant to be sustainable. For the first time, the health of the environment was linked to a robust economy and the state of society, or social equity. The University embraces this broad concept of sustainability and believes education plays a central role in making the vision of improvements in the environment, economy, and social equity a reality.

Stanford's basic mission to create and disseminate knowledge has wide-ranging effects on society. Although Stanford embraces a broad vision of sustainability that includes recognition of economy and social equity as forces equal to the environment in the sustainability equation, the discussion contained in this Study will focus on operational and educational programs targeted at improving campus environmental performance.

"Sustainability must become a core value in everything we do."

JOHN L. HENNESSY, PRESIDENT, STANFORD UNIVERSITY

¹ *Our Common Future, Chairman's Foreword, 1987. Viewed at <http://www.un-documents.net/ocf-cf.htm>.*

Sustainability Exemplified Commitment, Principles, and Processes

Stanford is a leader in developing solutions for the world's most compelling challenges, including improving environmental sustainability, one of the biggest issues facing our generation.

In 2006, Stanford University President John Hennessy announced The Stanford Challenge to bolster the University's research efforts on seeking solutions to the most pressing problems facing the nation and world. One of the four focal points identified for the Stanford Challenge is the Initiative on the Environment and Sustainability:

"The 21st century is a critical time in our Earth's history. The quality and quantity of natural resources, oceans, forests, freshwater, are stressed by the increasing demands of human activity. At the same time, nearly a billion people do not have enough food to eat and more than a billion do not have access to clean water. The challenges of providing the resources we need without irrevocably compromising our precious life-support systems are formidable. Through Stanford's Initiative on the Environment and Sustainability, environmental researchers and scholars are taking up these challenges, helping to ensure that current and future generations can live well on our planet."²

This initiative keeps Stanford at the forefront of cutting-edge research and innovative teaching on the environment and sustainability. Special emphasis on interdisciplinary research and education brings together scientific, engineering, economic, social, and political fields of study in the quest to solve the world's most complex problems and to prepare students for roles in leadership.

"Our goal is to have an environmentally sustainable world where human needs are met while protecting and restoring the life support systems of the planet, not only for people today, but for generations to come."

**JEFFREY KOSEFF, DIRECTOR
WOODS INSTITUTE FOR THE ENVIRONMENT**

"The most powerful thing we can do is educate ourselves about sustainability and the challenges the world faces. When we use that knowledge every day and pass it on to others, we'll help create an evergreen world for ourselves and future generations."

**JOSEPH STAGNER, EXECUTIVE DIRECTOR
SUSTAINABILITY AND ENERGY MANAGEMENT**

"This is an enormous undertaking, but if we are to learn how to live on this planet in an environmentally sustainable way, if we are to leave something to be proud of for our children's children, we must begin."

**JOHN HENNESSY, PRESIDENT
STANFORD UNIVERSITY**

² <http://thestanfordchallenge.stanford.edu/get/layout/tsc/Environment>

INITIATIVE ON THE ENVIRONMENT AND SUSTAINABILITY

The University promotes interdisciplinary research and teaching involving all seven of Stanford's schools as well as centers, institutes, and programs across campus, in recognition of the fact that solutions to complex challenges demand collaboration across multiple fields.

The University has formed the interdisciplinary Woods Institute for the Environment to coordinate its various environmental academic initiatives. The Woods Institute harnesses the expertise and imagination of University scholars to develop practical solutions to the environmental challenges facing the planet from climate change to sustainable agriculture to conservation. It brings together prominent scholars and leaders from business, government, and the nonprofit sector through a series of programs called Uncommon Dialogues and Strategic Collaborations designed to produce pragmatic results that inform decision makers.

INSTITUTIONAL PRACTICE OF SUSTAINABILITY

Stanford also recognizes the opportunity for and the responsibility of the University to provide leadership in the institutional practice of environmental sustainability in campus operations. Operational sustainability complements the commitment to sustainability education and research by employing cutting-edge knowledge in campus operations, by providing a physical environment for tomorrow's leaders to explore and practice sustainability, and by completing the circle to inform researchers and educators about the real-world challenges of advancing sustainability in the design, construction, and operation of the built environment.

Sustainable Stanford, a University-wide program to steer, connect, support, and optimize sustainability efforts, was launched to implement the strong commitment to sustainability of staff, students, and faculty. The program is led by the Department of Sustainability and Energy Management (SEM), which oversees campus utilities, sustainability programs, and transportation services.

This chapter focuses on campus operations and the work of SEM.

SUSTAINABLE STANFORD PROGRAM

Principles

Stanford's principles for environmental sustainability are:

- Strive for innovation in sustainable technologies
- Implement proven best practices
- Achieve environmental returns commensurate with economic investment
- Balance sustainability investments among new and existing buildings, infrastructure, and operations
- Share knowledge widely

Campus Sustainability Leadership and Organization

Stanford's management approach for advancing sustainability in campus operations comprise three levels of engagement:

- Department of Sustainability and Energy Management
- Sustainability Working Group
- Sustainability Working Teams

Department of Sustainability and Energy Management (SEM)

The University's Department of Sustainability and Energy Management (SEM) was created in November 2007 by a reorganization that brought the University's utilities and transportation departments under one administrative roof. SEM's 85 staff members provide long-range planning for campus utilities and transportation needs and carry out those plans through capital improvements to campus infrastructure; procurement of gas, electricity, water, and sewerage services from external entities; and operation of campus utility and transportation systems on a day-to-day basis.

SEM works with campus administrators, faculty, and students to develop strategic long-term initiatives for energy use, greenhouse gas emissions reduction, water use, waste reduction, green building, and transportation, as well as developing and administering an affiliated communications and community relations program.

Sustainability Working Group (SWG)

The Sustainability Working Group is a University-wide task force charged with the preparation of policy and program recommendations to improve continuously Stanford's leadership and practice of sustainability. Its members include faculty with expertise in environmental science and policy, students, and high-level administrators as well as representatives from operational and policy offices around the campus.

Sustainability Working Group members represent:

- | | |
|---|---------------------------------------|
| • Associated Students of Stanford University (ASSU) | • Procurement |
| • ASSU Graduate Student Council | • Public Affairs |
| • Athletic Department | • Residential and Dining Enterprises |
| • Budget and Auxiliaries Management | • School of Earth Sciences |
| • Development Office | • School of Engineering |
| • Environmental Health and Safety | • School of Medicine |
| • Government and Community Relations | • Stanford Alumni Association |
| • Graduate School of Business | • Stanford Hospitals & Clinics |
| • Haas Center | • Stanford Law School |
| • Land, Buildings, and Real Estate (including SEM) | • Stanford Linear Accelerator |
| • Legal Office | • Woods Institute for the Environment |
| • Precourt Institute | |

Sustainability Working Teams (SWT)

Working teams were formed in academic year 2007-08 to concentrate on the major elements of sustainability. The SWTs are composed of campus subject-matter experts, such as faculty and engineering staff with specialized knowledge; representatives of key Stanford campus groups, such as students; and managers with authority for action in operational areas. The purpose of these teams is to define and implement environmental sustainability through direct action.

The SWTs in campus operations include:³

- **Energy and Atmosphere Team** evaluates measures for energy conservation, energy efficiency, clean energy supply and development, and implementation of campus greenhouse gas reduction targets
- **Green Building Team** evaluates guidelines and standards for sustainability in new building construction, renovation, new building operation and maintenance, and building demolition and materials recovery
- **Water Team** explores and evaluates measures to conserve water and to advance sustainable water use on campus
- **Waste Minimization Team** explores and evaluates measures to enhance sustainability through waste management, reuse, and recycling practices
- **Transportation Team** explores and evaluates measures to reduce the environmental impact of University-owned, private, and commercial vehicles, as well as University-related travel by members of the campus community



The SWTs are charged with delivering the following in each of the sustainability elements:

- Specific principles for pursuing sustainability
- Updated strategies for achieving sustainability within the principles
- Inventory progress to date, set updated goals, develop action plans, establish metrics, and monitor progress

The current and ongoing work of the five SWTs listed above is summarized in the next section of this chapter. The University's sustainability program awards and accomplishments are listed in Appendix C.

³ Additionally, there are sustainability working teams in the areas of Sustainable Procurement, Food and Dining, Communications and Community Relations, Economy, Evaluation Reporting, and Green Funding for student projects.

SUSTAINABILITY PROGRAM AREAS

The University aims to improve resource conservation and environmental protection in its campus operations and has established specific sustainability programs to address energy and climate change, water, waste, and transportation. Further, in addition to addressing sustainability in its existing facilities, the University recognizes that times of growth present additional unique opportunities to raise the overall sustainability of its campus by embedding high performance in its new buildings and major building renovations. Thus, an additional “green building” program brings together each of the other programs in the design and construction of new buildings and major renovations.

Climate Plan: Energy and Atmosphere

Reducing humankind’s carbon footprint is one of the most important challenges facing our nation and the planet. Reducing greenhouse gas emissions (GHG) is a formidable task as the University experiences continuing growth in research and education. Responding to this challenge will take an adept combination of efforts to minimize energy demand in new and existing buildings and to formulate long-term energy supply strategies that serve the global effort to reduce GHG emissions.

Principles

Achieving the universal and ultimate vision of climate stability could take decades and require technologies that may not yet exist; therefore, the University’s development planning now and for the foreseeable future will remain focused on buildings and energy supply infrastructure to serve both current needs and to provide flexibility to accommodate new technologies and changes in climate science as they are developed.

Stanford’s principles for energy and atmosphere are:

- Leadership in solutions for energy and GHG reduction
- Focus on effective and durable solutions and measures
- Utilize the most economically productive measures

Strategy and Action

MONITOR CLIMATE CONDITIONS AND MODELS: Monitor regional and global climate conditions and the development of global models for containing climate change to manageable levels.

Action to date: Over the past decade, University faculty members have participated in the Intergovernmental Panel on Climate Change (IPCC) to monitor and model the global environment.

MAINTAIN STANFORD GHG EMISSIONS INVENTORY: Estimate the University’s GHG emissions annually.

Action to date: Stanford joined the California Climate Action Registry in 2007 and prepared an inventory of its GHG emissions for calendar years 2006 and 2007 for emissions sources required by the Registry:

- Indirect emissions from electricity use
- Indirect emissions from steam, heating, and cooling from Cardinal Cogeneration
- Direct emissions from mobile combustion
- Direct emissions from stationary combustion

The inventories have been verified by a third-party certifier and the published emissions quantities are publicly available. (See Appendix D for additional information about Stanford's GHG emissions inventories.)

ANALYZE, MODEL, AND EVALUATE CAMPUS BASE CASE ENERGY AND GHG EMISSIONS:

Develop a long-range "base case" energy demand, supply, and cost model for the University campus that incorporates current building code requirements and the most cost-effective, currently available energy supply options. Use this model to determine what Stanford's GHG emissions would be in the future if the base case were followed.

Action to date: In 2008, Stanford prepared a long-range base case energy demand, supply, and cost model with a GHG emissions estimate. Using California Climate Action Registry's Protocol as a foundation, Campus Base Case was established internally by Stanford. There is no standard methodology for preparing a base case, but the Climate Action Registry protocol for calculating emissions is a valuable building block for this type of an analysis.

DEVELOP OPTIONS FOR GHG REDUCTION: Bring knowledgeable campus operations and academic staff together to identify alternatives for reducing GHG emissions within Stanford's energy management program, including demand reduction in new and existing buildings and changes to energy supply.

Action to date: In early 2008, Stanford assembled teams of faculty, students, and operations staff to identify options for demand-side and supply-side energy management improvements to reduce GHG emissions. Numerous options were considered and quantified by preparing an estimate of the quantity and type of energy demand reduction (gas, electricity, steam, chilled water) or the quantity of renewable energy supply each option could produce and then superimposing these on the base case energy models to determine the net cost per metric ton of GHG reduction from each. The options were then prioritized by lowest cost per ton of GHG reduction to create a toolbox for constructing a long-term-GHG reduction plan. (See Appendix D for additional information about the GHG emissions reduction planning.)

DEVELOP CLIMATE PLAN: Construct GHG reduction scenarios and develop a Climate Plan for implementing GHG reductions in University operations. Through this process, the University intends to provide cyclical feedback and refinement to achieve greater overall reductions over time and to address opportunities to include new innovations and technology.

Action to date: In early 2008, Stanford drafted several long-range plans for possible GHG reduction using the options developed. These plans included cost-benefit analyses based on:

- Assumptions regarding the cost, availability, and legitimacy of renewable energy credits and carbon offsets
- Environmental and economic viability of long-term, fossil-fuel-fired cogeneration
- Amount of GHG reduction needed from Stanford to support regional and global goals

The University appointed a GHG Reduction Task Force in summer 2008, and its charge is to reconsider developing a long-term GHG reduction plan. Work is currently underway, findings and recommendations to the University president are targeted for delivery in early 2009. (See Appendix D for additional information about the process the University is using to develop its GHG Reduction Plan.)

IMPLEMENT GHG REDUCTION PLAN: Implement a GHG reduction plan and monitor the University's consumption of non-renewable energy resources and emission of greenhouse gases to determine if expected progress is being achieved. Modify plans as needed to respond to new technology and environmental change.

Action to date: While the University has not yet finalized specific long-range plans for GHG reduction, it has implemented many initiatives toward GHG reduction, including:

- **Demand Side Energy Management:** Stanford has created a dedicated Demand Side Energy Management (DSM) unit within its facilities organization to monitor, report, and improve upon energy efficiency in its existing buildings.
- **Major Capital Retrofits Program:** The University has allocated significant resources for major capital improvements to the most energy-intensive buildings on campus in order to reduce energy demand. The first overhaul, the Stauffer Chemistry Building, was completed in June 2007 and resulted in a 35 percent drop in electricity use, a 43 percent cut in steam use, and 62 percent less chilled water use. It also reduced carbon dioxide equivalent emissions associated with the building by 762 metric tons per year, and cut energy costs by 46 percent in the first 12 months. The remaining retrofits are scheduled for completion by 2012. Together, the improvements are expected to yield substantial savings and reduce total energy use in these buildings by 28 percent.
- **Energy Retrofit Program:** A cumulative savings of more than 240 million kilowatt-hours of electricity, or about 15 months of the University's current use and avoidance of 72,000 metric tons of carbon dioxide equivalent emissions has been derived through conversions and technology upgrades through changes in T8 lamps and electronic ballasts, variable-speed drives for motors, LED exit signs, and spectrally selective window film. The expenditure of more than \$10 million over 15 years has been invested to improve energy efficiency on campus.

- **Building Heating Ventilation Air Conditioning (HVAC) Recommissioning Program:** Stanford is systematically reviewing the HVAC systems of 90 of its largest buildings, then adjusting or repairing the systems to ensure they work as designed. Technicians who conduct the reviews also recommend ways to further improve energy performance through energy retrofit projects. At the current pace, recommissioning of all 90 buildings should be finished by the end of 2010.
- **Energy Conservation Incentive Program:** Introduced in spring 2004 to give schools and administrative units within the University a financial incentive to use less electricity, the program sets a budget based on past consumption and lets participants “cash in” unused kilowatt-hours; those that exceed their electricity budgets must pay the difference out of their own funds.
- **Conservation Cup:** Dorms and row houses compete to see which can cut energy and water use the most compared with the previous spring. The contest also rewards residences with the lowest energy and water use on a per-student basis.
- **CFL Giveaway:** Student Housing has teamed with Students for a Sustainable Stanford, the Sierra Club, and Resource Solutions Group to sponsor one of the nation’s largest campus-based compact fluorescent lamp giveaway programs.
- **Solar Demonstration Projects:** The University is running several solar energy projects:
 - The Leslie Shao-ming Sun Field Station at Jasper Ridge has 20-kilowatt (kW) solar photovoltaic, and solar thermal heating systems.
 - Synergy House has a 10-kW photovoltaic system partly funded and installed by students and house alumni who worked with Student Housing on the project.



Figure 5.1 Photovoltaic installation on Stanford water reservoir

Stanford’s Utilities Division installed a 30-kW photovoltaic system to offset the energy used for pumping water into storage reservoirs (Figure 5.1).

The new Jerry Yang and Akiko Yamazaki Environment and Energy Building showcases three types of photovoltaic systems totaling 12 kW. A planned fourth system will bring total production to 15 kW.

Student Housing operates a solar hot water heating system at Roth House and has partnered with the Civil and Environmental Engineering department to incorporate solar water heating technologies in the Governor’s Corner residence.

A 40.8-kW photovoltaic system supplies electricity to Lou Henry Hoover House, the University president's residence. To preserve the historic structure and optimize solar gain, the system is installed on the roof of the adjacent San Juan Reservoir.

Next Steps

As explained in more detail in Appendix D, in addition to operational changes that would conserve energy, the University is considering whether or how to replace the use of its cogeneration facility in order to reduce reliance on fossil fuels for electricity demand. Even though the cogeneration facility is a relatively clean source of power, renewable sources of energy have the long-term potential to provide greater reductions in global emissions of greenhouse gases. Legal impediments to direct access to power generated by renewable technologies may need to be removed before the University can pursue these types of changes.

Once the Climate Plan is completed, the University will proceed with implementation of the reduction strategies. The Sustainability Energy Management Department will proceed on the initiatives and the Energy and Atmosphere team will continue to monitor and evaluate progress on the projects, recommend specific actions as needed beyond the climate plan, establish metrics to monitor progress, and adjust plans to meet new innovations in technology and program management.

Green Building

Stanford strives for high efficiency in construction of its new buildings and in major renovations of existing buildings. To provide a state-of-the-art center of learning and research, and to respond to pressing environmental concerns, the University designs and constructs high-performance buildings that use resources wisely and provide healthy, productive environments.

Principles

The University strives to construct, renovate and operate buildings to provide safe, productive work environments that reduce the use of energy, water, and other resources, and the generation of greenhouse gases, other pollutants, and waste. Principles used in building design and operations include:

- **Functionality and Form:** Design buildings that serve the University's academic mission and perform their intended functions well
- **Efficiency:** Employ innovative technologies to increase building energy and water efficiency and minimize pollution and waste
- **Reuse:** Reprogram and reuse existing buildings where possible to use space efficiently and avoid the need for new construction

Strategy and Action

MAINTAIN A BUILDING INVENTORY: Proceed with an inventory of buildings and their condition to improve campus facilities and space usage.

Action to date: The University has developed and maintains an inventory of its buildings, and their condition, their programmatic assignments, and detailed occupancy data to identify opportunities for improved efficiency and reuse.

GUIDELINES FOR SUSTAINABLE BUILDINGS

The internal building guidelines encourage experimentation with new technologies. The University recognizes that not all new buildings will individually achieve these targets. Lessons learned during design, construction, and operation of buildings shape new best practices for future buildings in campus planning and development efforts. For example, installing real time metering technology in each building will provide data to inform techniques to be used in the design of subsequent buildings. Metering data tracks energy demand on an individual building level over the course of a day and over the course of a year to help identify energy leaks, inform renovation decisions, and influence future design and construction towards maximizing energy efficiency. The University is in the process of developing

The University conducts rigorous space-utilization studies prior to determining need for a new building, in order to identify if the building can be renovated to create space for new needs. Through the Department of Capital Planning and Space Management, Space Planning Guidelines were updated and completed in 2006.

The objectives of the guidelines are to:

- Conduct studies to ensure that Stanford adds new space only when necessary
- Apply guidelines to recover up to 5 to 10 percent of on-campus space
- Encourage more efficient use of office space
- Require selected schools to pay a charge for underutilized office space

DEVELOP BUILDING CONSTRUCTION AND RENOVATION

GUIDELINES: Implement internal guidelines for applying sustainable design principles in the construction and major renovation of campus buildings.

Action to date: In 2002, the University developed internal Guidelines for Sustainable Buildings to provide managers with guidelines to encourage consistent implementation of sustainable practices in the construction and major renovation of campus buildings.

- **Building Performance Guidelines:** In 2008, the University augmented these guidelines by establishing new guidelines that target energy efficiency in new buildings of 30 percent below California Title 24/ASHRAE 90.1 (2004) and water efficiency 25 percent below similar existing campus buildings. These energy efficiency guidelines are U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Gold equivalent.
- **Project Manager for Sustainability:** The University has dedicated a position to assist project planners with implementation of its internal guidelines for new construction and to assess, report on, and improve the sustainability of new and existing buildings.
- **Building Projects:** The University's recent new building projects (see Sidebar) exceed the targets set in its internal guidelines. Currently, the University is working to determine how to best evaluate post-construction building performance in a standardized fashion.

Next Steps

The Green Building Team will develop means and methods to determine how the new and renovated buildings are evaluated and monitored in relation to the University's internal guidelines for sustainable buildings. The team will establish revised guidelines as more information is gathered and programs change to meet new ideas and approaches.

Green Buildings Highlights

THE JERRY YANG AND AKIKO YAMAZAKI ENVIRONMENT AND ENERGY BUILDING (Y2E2) (2008)

This 166,500-square-foot building uses 56 percent less energy (based on regulated energy comparison) than a traditional building of comparable size and 90 percent less potable water than one with traditional fixtures and systems.



Features include:

- A high-performance envelope (roof, walls, windows, sunshades, and light shelves) that reduce heating and cooling loads
- Internal atria, windows and vents that provide natural ventilation and light
- Significant portions of the building use no supplemental cooling
- Extensive use of recycled materials and sustainable products, such as bamboo. Exposed concrete floors significantly reduce carpet use and saved literally tons of raw materials

The *San Francisco Business Times* named Y2E2 the Best Green Building in the Bay Area in March 2008.

CARNEGIE GLOBAL ECOLOGY RESEARCH CENTER (2007)

The Carnegie Institution's Global Ecology Research Center is an extremely low-energy laboratory and office building that emits 72 percent less carbon and uses 33 percent less water than a comparable standard building. The Center features an evaporative downdraft cooling tower, an exterior made from salvaged wine-cask redwood, no-irrigation landscaping, dual-flush toilets, and low-flow sinks. The design also furthers academic work: a "night sky" radiant cooling system demonstrates the principles of radiant heat loss to deep space—principles under investigation by Center researchers.

The American Institute of Architects Committee on the Environment (AIA/COTE) named the Global Ecology Research Center one of its Top Ten Green Projects in 2007.

The Leslie Shao-ming Sun Field Station at the Jasper Ridge Biological Preserve provides a natural laboratory for researchers and educational experiences for students. Sustainability elements include:

- A 22 kW, grid-connected photovoltaic system
- A sophisticated energy monitoring system
- Water-free urinals, dual-flush toilets and tankless water heaters
- Salvaged materials used for siding, brick paving, casework, furniture and bathroom partitions

AIA/COTE named Jasper Ridge one of its Top 10 Green Projects in 2005.



Jasper Ridge Field Station (2005)

Water

Stanford receives its potable water from the San Francisco Public Utilities Commission (SFPUC), which draws water from the Hetch Hetchy Reservoir in the Sierra Nevada and local watersheds to serve 27 Bay Area cities and agencies. Stanford's water conservation program is one of the most aggressive in the Bay Area, with full implementation expected to save more than 0.6 million gallons per day or 20 percent of the University's total allocation under its contract with SFPUC (3.033 million gallons per day annual average).



5.2 Felt Reservoir



5.3 Searsville Reservoir

Principles

The University's overall water use principle is to meet water needs in a sanitary manner with good water quality while also reducing the use of water and thereby preserving ecological systems and vital water resources on both a local and regional scale. More specifically, the University strives to maintain:

- **Reliability:** Assure reliable water supplies for sanitation, fire protection, human consumption, and other University needs, even through drought conditions.
- **Water Conservation:** Increase water conservation through waste minimization, efficiency improvements, and alternatives to water use for landscaping, cooling, and other large uses.
- **Regional Cooperation:** Preserve and protect water supplies through regional planning and cooperation.

Strategy and Action

MAINTAIN WATER INVENTORY: Maintain an inventory of water sources, rates of production, and uses.

Action to date: The University has developed and maintains a water inventory, as well as long-range models of water use and supply based on campus academic, business, and operations plans.

DEVELOP SUSTAINABLE WATER MANAGEMENT PLAN: Develop a Sustainable Water Management Plan and internal water use guidelines.

Action to date: The University has developed internal guidelines for water use in new buildings and water conservation in existing buildings. In compliance with the 2000

GUP, Stanford prepared and the County of Santa Clara approved a Water Conservation Reuse and Recycling Plan. Currently, the University is preparing a more comprehensive water management plan that considers all sources and uses of water for the campus over the longer term.

In January 2007, Stanford became the first university to join the California Urban Water Conservation Council. Membership gives the University the opportunity to work with experts on innovative technologies and processes, comment on new proposals or legislation, and share its experience in improving water efficiency.

The University has taken the following actions to implement its Water Conservation Reuse and Recycling Plan:

- maintained its average daily use within its water allocation from the SFPUC of 3.033 mgd. The University's average campus domestic water use for the 2006-07 year was 2.3 mgd
- installed water-saving devices throughout existing buildings on campus, including water misers, toilet retrofits, low-flow jet spray nozzles, and Maxicom controls
- implemented its updated Guidelines for Sustainable Buildings in recently constructed new buildings and is exploring systems to collect rainwater on campus for use in adjacent buildings

Next Steps

The SEM will complete its work in progress efforts towards a Sustainable Water Management Plan addressing long-term water supply, water conservation, waste water and storm water management. The Water Team will set specific goals, establish metrics to monitor progress, and continue to develop specific action plans as needed.

WATER CONSERVATION PROGRAM

Stanford completed 17 major water efficiency retrofit projects from 2001 through 2007, pushing down average daily domestic use from 2.7 million gallons a day (mgd) in 2000–01 to less than 2.3 mgd in 2006–07 despite campus growth. Projects included:

- Retrofits in student housing cut water use by about 120 million gallons annually—a 37 percent reduction.
- Replacement of once-through cooling systems in laboratories with recirculating systems saved about 0.17 mgd.
- Installation of 58 water-saving devices on sterilizers reduced water use by about 0.08 mgd.
- Replacement of standard dishwashers with trough conveyers cut water use by about 142 gallons per hour—a 51 percent savings.



RECYCLING AND REUSE

The University's Source Reduction and Recycling Program makes a significant impact. In 2007, Stanford recycled, reused, or composted:

- 5,855 tons of organic material
- 829 tons of glass, metal, and plastic
- 3,095 tons of paper
- 236 tons of electronic waste
- 3,171 tons of construction and demolition debris

Waste Minimization

The California Solid Waste Management Act AB 939, requires 50 percent waste diversion by cities and counties in California. While this law does not directly apply to Stanford, the University's waste diversion programs exceed the target, having increased its landfill diversion rate from 30 percent in 1994 to 60 percent in 2007.

The University continues to improve collection activities, identifying new markets for waste materials and recyclables, and raising awareness so that "reduce, reuse, recycle, and compost" become habits.

Principles

Stanford's principles for sustainable waste management include:

- **Minimization:** Strive for a continual reduction in waste generation and maximum diversion
- **Sanitation:** Manage waste in a sanitary manner to protect public health and the environment
- **Reuse:** Divert, reuse, or recycle reusable materials. Maintain waste diversion rates at or above 60 percent
- **Rebuy:** Encourage the development of waste minimization and recycling technologies and markets by purchasing recycled products and materials when possible

Strategy and Action

MAINTAIN WASTE INVENTORY: Maintain an inventory of the University's waste generation sources and quantities.

Action to date: The University conducts a campus-wide annual inventory of its waste generation quantities and composition. It periodically conducts targeted waste characterization studies to develop detailed information on particular types of campus waste streams.

DEVELOP SUSTAINABLE WASTE MANAGEMENT GUIDELINES: Develop and maintain internal guidelines, marketing and outreach programs, and operational plans to advance sustainable waste management principles.

Action to date: The University has developed internal policies for the recovery and reuse of surplus property and guidelines for minimizing waste and recycling. Guidelines have been implemented through marketing and outreach efforts and through operational programs such as the installation of recycling bins throughout campus. Stanford monitors and reports its waste generation and recycling quantities quarterly to the County of Santa Clara.

The University's current waste reduction, recycling, and reuse programs include:

- Paper, cardboard, cans, glass, and plastics: Recyclables are gathered in more than 4,000 recycling bins across campus.
- Food: Food waste is composted at campus dining facilities cafes, student-managed housing, graduate housing, and special events and will soon expand to offices. Usable food is donated to community organizations through SPOON, the Stanford Project on Hunger.
- Landscaping: The University mulches brush and tree trimmings for use on campus, composts yard waste from residences and other buildings, and leaves mowing trimmings behind to replenish nutrients in lawn areas.
- Construction: Building materials, dirt, and other debris from construction and demolition are recycled or reused when possible.
- Electronic equipment: The University's surplus property operation collects and sells usable computers, and other electronic equipment. In 2007, there were 3,163 resale transactions, and more than 425,000 pounds of electronics were recycled.
- Small electronics: Small electronics are collected in more than 150 drop-off bins in academic buildings and residences. Cell phones and PDAs go to the "Donate a Phone, Save a Life" campaign, which benefits the National Coalition Against Domestic Violence.
- Batteries: The University's battery collection system employs a combination of drop-off bins, internal mailers, and regular hazardous waste pickups. Batteries are recycled off-site with recovery of metal and mercury.
- Property reuse: The ReUse Website facilitates sharing and reuse of equipment, furniture, and supplies among University departments. In 2007, campus users made more than 700 postings of unneeded items, most of which were successfully transferred to other departments.

Next Steps

The Waste Minimization SWT will set updated goals, develop action plans, and establish metrics to monitor progress.



TRANSPORTATION HIGHLIGHTS

Stanford holds peak-hour commute trips to the 2001 baseline (3,474 morning trips and 3,591 evening trips), which requires reducing the number of single-occupant vehicles and boosting alternative transportation use on an ongoing basis. For example:

- From 2002-07, the proportion of employees driving alone to campus dropped from 72 percent to 52 percent.
- Marguerite shuttle bus ridership rose from 972,291 in 2004 to 1,325,489 in 2007—a 36 percent increase. Ridership during peak afternoon commute hours increased 60 percent, and the number of people getting on and off shuttles serving Caltrain commuter rail stations increased 24 percent.
- In 2007, 48 percent of University employees regularly used alternative transportation as their primary commute mode, compared with 25 percent within Santa Clara County. Of this 48 percent, 23 percent regularly used public transportation, compared with only 4 percent County-wide.
- Membership in the Commute Club, for commuters who commit to not driving alone on their commute, has risen 83 percent since 2001-02, while sales of long-term commuter parking permits have decreased 10 percent.
- Nearly one-third of Stanford's 1,021 fleet vehicles are electric, ten are hybrids, vehicles and the fleet includes one experimental solar vehicle.

TRANSPORTATION

Stanford's transportation program allows people to travel to, from, and within the campus in an environmentally sustainable way. The University runs one of the most comprehensive Transportation Demand Management (TDM) programs in the country to reduce its traffic impacts and its carbon footprint. Transportation, including commuters and University fleet vehicles, accounts for 16 percent of the University's greenhouse gas emissions.

The 2000 General Use Permit establishes a target of no net new trips above the number of peak hour trips to and from the campus that occurred in 2001. The University's TDM programs are intended to meet this target, but they also are designed to reduce total daily trips rather than simply shifting trips to off-peak hours.

Principles

The University's principles for transportation include:

- **Plans for the Future:** Maintain a Campus Transportation Plan
- **Incentives:** Create incentives that make alternative transportation affordable, comfortable and attractive.
- **Partnerships:** Develop strategic partnerships into regional transportation providers.
- **Alternatives:** Provide the University community with a range of transportation choices.
- **Energy Efficiency:** Encourage Use of Low and Zero Emissions Vehicles
- **Innovation:** Prepare to incorporate emerging technologies that improve fuel economy and lower emissions in University transit and fleet vehicles.

Strategy and Actions

Campus and Regional Planning: Integrate principles to a campus Transportation Plan and apply to program implementation by addressing access needs to, from, and around the campus and its off-campus locations.

INCENTIVES TO REDUCE TRIPS: Create a campus community where employees and students can live, work, and study, while reducing drive-alone trips and use of vehicles. The University has:

- Developed and implemented an innovative program that encourages the use of public transit, carpooling, bicycle, and pedestrian modes of transportation
- Discouraged commuting by single-occupant vehicles
- Minimized the number of vehicle trips to and from campus
- Strived to reduce continually GHG emissions from campus-owned vehicles and commuter vehicles
- Maintained the number of peak hour vehicle trips to and from campus at or below 2001 levels, per the 2000 GUP requirements (See Transportation Highlights sidebar)

PARTNERSHIPS: Continue to work with local and regional transportation providers to plan services that meet the needs of the university as well as local communities.

- AC Transit to establish the Line U Express from the East Bay, and to plan the Line M route to serve sites in Redwood City
- Caltrain to establish the GO Pass which offers free transit on the commute train
- Valley Transit Authority and the City of Palo Alto on the development of the Palo Alto Community Bus Study
- City of Palo Alto and Research Park businesses in the development of Stanford's free Research Park shuttles
- Silicon Valley Leadership Group on various transportation issues

ALTERNATIVE TRAVEL MODES AND PATTERNS: Regularly identify and monitor the points of origin and the methods of travel of University commuters. The University determines points of origin and methods of travel of its commuters through commute mode surveys, shuttle ridership data, and GIS tools. TDM program results are measured through traffic counts, Commute Club membership, parking lot surveys, and parking permit sales. Continue to develop transportation management measures to meet projected University transportation demands, with a focus on minimizing the number of drive-alone commuters.

Examples of efforts in transportation include:

- A robust TDM program to minimize traffic to and from the campus, through the use of the assessment tools, as well as planning efforts that occur on an ongoing basis. The University has achieved the 2000 GUP peak-hour trip goals. Compliance and progress are measured and reported by the County of Santa

FREE SHUTTLE:

The Marguerite bus system provides free transit to the Stanford community and the public. More than a dozen routes take riders to campus locations, regional transit systems, Stanford hospitals, and local shopping, dining, and entertainment destinations. The system serves the campus and surrounding community (transit center, shopping, dining, etc.) with 39 buses, 85,000 hours of service annually, 13 routes, and 160 stops, and all shuttles run on biodiesel fuel. To augment this service, Stanford has partnered with several regional transit agencies to create no-cost options for commuting to campus.

COMMUTER INCENTIVES

Employees and students who travel to work by means other than driving alone can earn cash payments through the Commute Club program. Employees who carpool or vanpool get free parking passes and reserved spaces; vanpools get \$200 monthly subsidies. Stanford also offers \$50 to those who return parking permits or refer friends to the Commute Club, and prize drawings for those who pledge to commute during off-peak hours or use alternative transportation at least part-time. Stanford offers personalized commute planning assistance and an Emergency Ride Home program for all Stanford alternative transportation users.

Eligible employees can get free passes for Caltrain and the Santa Clara Valley Transportation Authority (VTA) bus, express bus, and light-rail system and for the Transbay Express bus service on the Dumbarton Express.



BIKE-FRIENDLY CAMPUS

Stanford offers a 1-week free bike rental and \$100 toward the purchase of selected folding bikes for eligible employees and students. Stanford's bicycle program provides bike and clothes lockers, access to shower facilities, a free bike light and pant leg band with bicycle registration, gift card incentives, and an extensive bicycle infrastructure (including a Central Campus Cyclist and Pedestrian Zone).

CARSHARING

Employees and students get discounted rates and the membership fee is waived on the Zipcar carsharing service, with 6 locations and 10 vehicles on campus. In addition, Stanford Commute Club members (those who use alternative transportation to commute to Stanford) receive up to \$96 a year in free Zipcar credit. Most of the cars are Toyota Prius hybrids.

FACILITIES OPERATIONS

The Facilities Operations department is taking steps to green its fleet and operations. A motor pool launched in 2008 provides:

- 3 electric vehicles for the department administrators;
- 27 electric cart parking and charging stalls, and seven electric service vehicles, which were added in 2008; and
- more electric service vehicles, as well as 2 hybrid courtesy vehicles for fleet garage customers, are arriving in 2009.

Clara through annual counts, which are published in the Annual Report for the 2000 GUP.

- Rewards in "Clean Air Cash" to eligible employees or students who choose not to drive alone to and from campus. The University provides free transit passes to eligible employees, offers commute planning, ride matching services, free car rental vouchers, an emergency-ride-home program, and vanpool subsidies, among other incentives.
- Staff assistance through the efforts of a campus-wide peak trip reduction task force and a full-time staff of three dedicated to alternative transportation. It conduct an annual commute survey and offers free commute planning assistance, extensive alternative transportation marketing and incentives, and targeted outreach to encourage the use of alternative transportation. The results of commute trips reduction is evident by the fact that Stanford has one of the highest percentage of on-campus housing for students, faculty, and staff of any major university in the nation (95 percent of undergraduates, 60 percent of graduate students and 30 percent of faculty are currently housed on campus). Stanford also prohibits freshman from having cars on campus.
- Annual survey to identify unmet transportation and service demands that may help reduce commute trips.
- Ongoing monitoring to ensure that the service has sufficient capacity to meet the growing ridership demands.

ENCOURAGE USE OF LOW AND ZERO EMISSIONS

VEHICLES: Encourage use of low- and zero-emission vehicles by supporting infrastructure for electric and alternative-fueled vehicles, running Marguerite buses on alternative fuels, and purchasing low- or-zero emission fleet vehicles.

- All 39 Marguerite buses run on 5 percent biodiesel, and two diesel-electric hybrid buses are joining the fleet. Nearly one-third of Stanford's 1,021 fleet vehicles are electric, 10 are hybrids, and one is an experimental solar vehicle.
- Other efforts to operate a cleaner fleet include replacing larger buses on midday routes with

smaller, more fuel-efficient buses and offering hybrid vehicles in the carsharing program. The University is further intensifying its efforts to secure vehicles that minimize impacts on the environment.

- All new transit buses will be diesel-electric hybrids, and whenever possible, other vehicle acquisitions will be electric or hybrids. A large majority of the shuttle bus fleet is made up of buses manufactured since 2003 that meet California Air Resources Board strict requirements relative to diesel emissions. Two diesel-electric hybrid buses (35-foot, transit-style) have been ordered for delivery in 2009, and shuttle-system operations were changed in June 2008 to replace larger buses used on midday routes (with lighter ridership) with smaller buses with twice the fuel efficiency.

INNOVATION: Respond to new ideas, programs, and technological advances as they come forward, including use of alternative fuels and cleaner-burning engines.

Next Steps

The Transportation SWT will establish additional metrics as needed to monitor progress and will continue to develop updated TDM strategies and strategies to encourage low and zero-emissions vehicles as new information and technologies become available.

Conclusion

Stanford's commitment to teaching, learning, and practicing sustainability is evident in its environmental commitment and leadership, its inclusion in The Stanford Challenge, the growth in sustainability-focused academic programs such as the Woods Institute, and the creation of a Sustainability and Energy Management Department. The work and collaboration among the different entities discussed in this report will result in constant improvement even if quantifiable goals and targets are not established for all elements.

The University's sustainability efforts generally fall within four categories: energy and atmosphere, water, waste minimization, and transportation. Stanford's green buildings program brings these categories together when planning and constructing new buildings and major renovations. To better inform the public as to the University's work in sustainability, Stanford suggests that a new section be added to the Annual Report prepared under the 2000 GUP. The Annual Report currently identifies annual water

ADDITIONAL EFFORTS BY THE STANFORD TRANSPORTATION OFFICE INCLUDE:

Planning actions include the following:

- Projections of campus population and trends in traffic counts to plan changes to the TDM program to reduce vehicle traffic
- Assessment of additional transportation options and potential partnerships on an ongoing basis
- Financial and programmatic incentives, as well as parking policies, to encourage the use of mass transit, or other forms of transportation other than single-occupant vehicles
- Shuttle bus acquisition programs to ensure sufficient equipment is available
- Collaboration with regional transportation system planners to understand overall regional demands, and to develop joint plans for meeting them

The University maintains a transportation capital plan that projects and provides for campus road and parking needs consistent with the campus land use plan, as well as bicycle and pedestrian facilities, shuttle buses and related facilities, and other infrastructure elements to support alternative transportation.

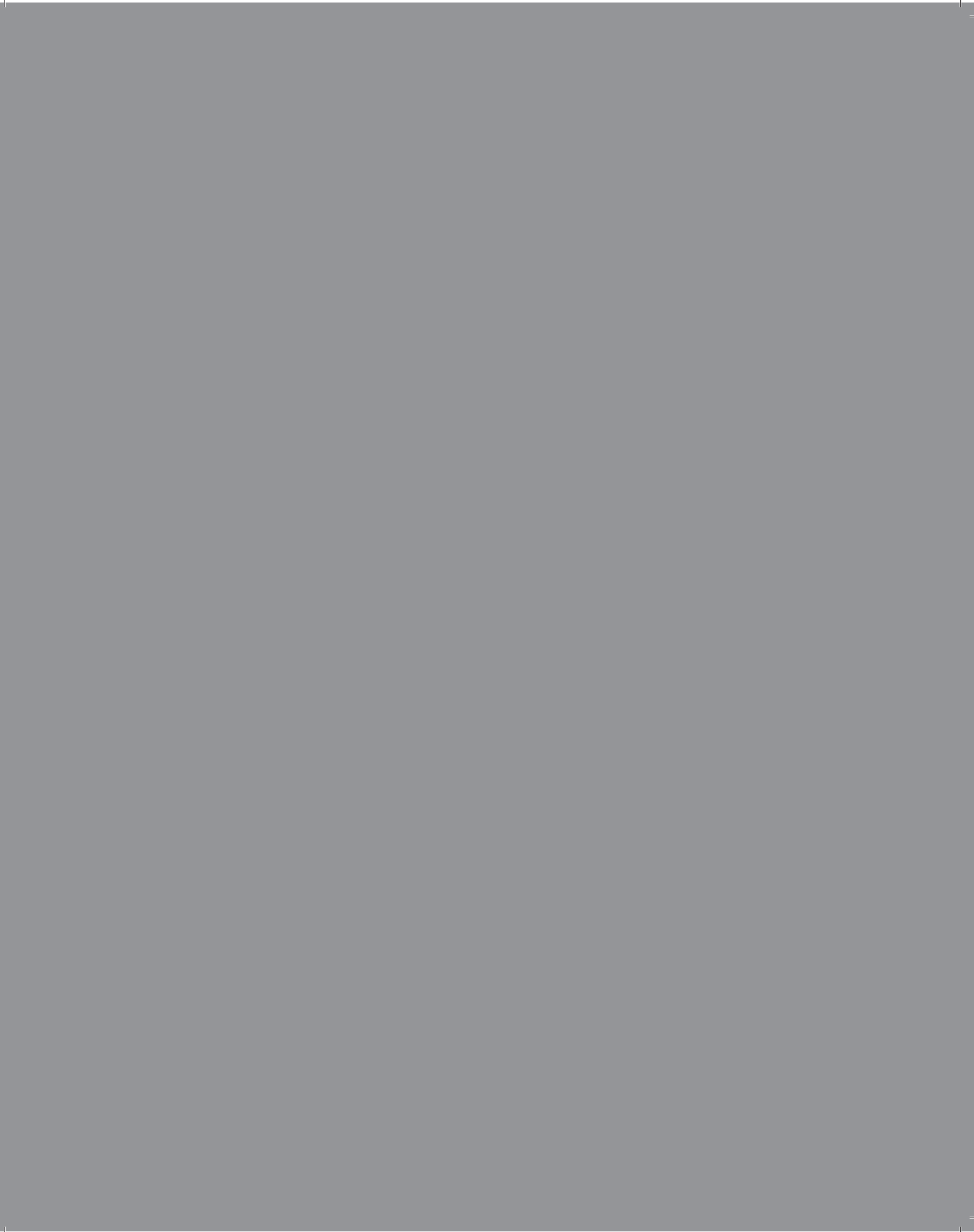
consumption and peak hour trips to and from the University. The suggested new section would provide the following:

The **Annual Report** will include a brief description of the University's major sustainability accomplishments over the past year, such as completion of the Climate Plan, completion of the Sustainable Water Management Plan, and release of new internal guidelines pertaining to green buildings, along with those new buildings subject to or performing under those guidelines. The University has dedicated a website to its sustainability programs and will be providing updated information as it is developed. Additional information to include:

- **Energy Consumption:** The University will report on its most recent consumption of electricity, steam, and chilled water
- **GHG Emissions:** The University will report on its most recent greenhouse gas emissions inventory as reported to the California Climate Action Registry
- **Waste Minimization:** The University will report its annual tonnage of waste generated and waste diverted
- **Water Management Plan:** The University will report its most recent year inventory of water sources and consumption



SUSTAINABLE DEVELOPMENT STUDY APPENDIX A-1,2,3: REQUIREMENTS



Appendix A-1,2,3: Table of Requirements

Stanford Community Plan References

General Use Permit References

This Appendix supplements Chapter 2, providing (1) Table of Requirements, (2) references to the Sustainable Development Study in the Stanford Community Plan, and (3) Requirements and references to the Study in the 2000 General Use Permit conditions of approval.

Table of Requirements

Table A-1 identifies the substantive requirements for the Sustainable Development Study.

Table A-1

MAXIMUM PLANNED BUILDOUT	REFERENCE
“Determine and define the long-term incremental growth potential for Stanford lands, and identify the maximum planned buildout potential and all appropriate areas of potential development through completion of a Sustainable Development Study.”	SCP-GD 12, p. 18
“Demonstrate how future development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development.”	SCP-GD 12, p. 19

NATURAL RESOURCE PROTECTION	REFERENCE
“Provide for protection and/or avoidance of sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults.”	SCP-GD 12, p. 19
“Coupled with new zoning that promotes clustering of development, the Sustainable Development Study will address issues of resource protection with a view beyond the 25-year time frame of the AGB.”	SCP-GD, Strategy #2, p. 17

FUTURE DEVELOPMENT IN THE FOOTHILLS	REFERENCE
“With respect to the foothills, the Sustainable Development Study shall identify all area(s) of potential future development. The potential development areas(s) shall be consistent with the Community Plan strategies and policies, which include but are not limited to the strategies and policies relating to compact urban development, conservation of natural resources, open space protection, maintenance of scenic values, and avoidance of hazards.”	SCP –GD, (i) 4, p. 19

Approval Process

Table A-2 identifies the specific references in the General Use Permit and Stanford Community Plan regarding the steps for approval of the Sustainable Development Study.

Table A-2.

PROCEDURE	REFERENCE
“The Sustainable Development Study shall be completed and approved prior to acceptance of applications for the second 50% of the academic development allowed under the 2000 GUP.”	SCP-GD (i) 3, p. 19
“Stanford will be required to prepare, at its own expense and in cooperation with the County Planning Office, a Sustainable Development Study...”	SCP-GD, Strategy #2, p. 17
“Stanford shall complete and submit to the Planning Office for Board of Supervisors approval a Sustainable Development Study. The study shall be completed in accordance with the Community Plan. After the Sustainable Development Study is deemed adequate by the County Planning Office, it shall be presented to the CRG.”	GUP Condition E.5, p. 7
“After presentation to the CRG, the study shall be forwarded to the County Planning Commission for a recommendation regarding its approval by the Board of Supervisors.”	GUP Condition E.5, p. 7
“The Sustainable Development Study shall be approved by the Board of Supervisors prior to County acceptance of applications for non residential development, which will result in development of a cumulative total of more than 1,000,000 net new square feet of nonresidential development that counts toward the GUP building area cap.”	GUP Condition E.5, p. 7

Outcomes of Study

Approval of the Sustainable Development Study fulfills the requirement for continued academic development as approved under the General Use Permit and fully analyzed in the 2000 General Use Permit EIR. It does not change the existing permit limitations or conditions of approval or create entitlements for any future development.

“The County’s approval of the Sustainable Development Study shall in no way be construed as the County’s agreement to or approval of the amount, type, or location of development proposed in the Study.”	SCP-GD (i) 3 p. 19
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Strategies, Policies and Implementation

Strategy #1: Promote compact development and conservation of natural resources through use of an Academic Growth Boundary.

The County General Plan promotes the use of long-term urban growth boundaries by cities to delineate areas intended for future urbanization from those not intended for future urban use. Unlike an Urban Service Area boundary, which typically indicates the areas in which a city is able and willing to provide urban services in the short term (5 years), an urban growth boundary is meant to provide adequate land to accommodate urban development for a significantly longer time period of approximately 20 years. The delineation of urban growth boundaries can promote compact urban development and conservation of natural resources by (a) channeling development within existing urban areas and (b) excluding important habitat, hazard, or open space areas from the urban growth boundary area.

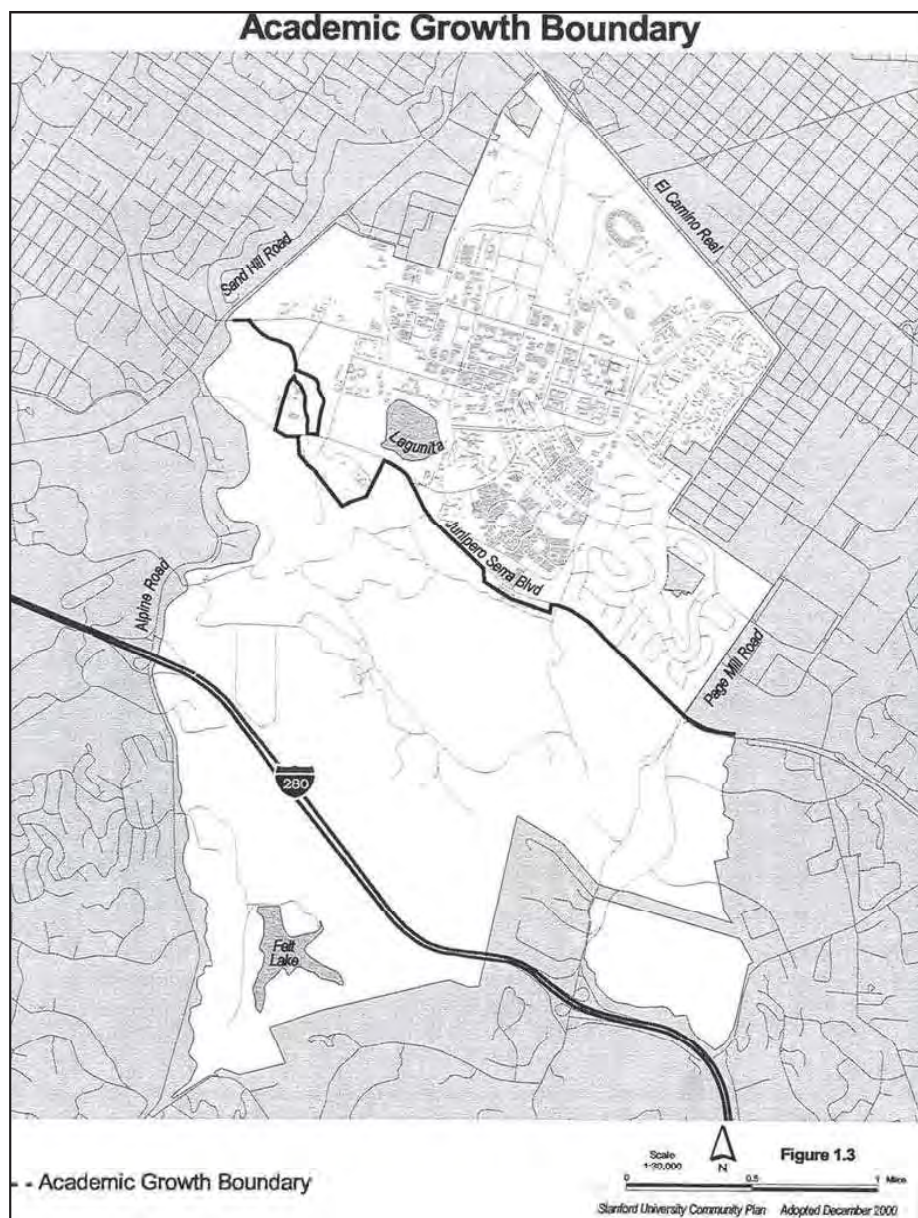
The General Plan identifies considerations for the establishment and periodic review of urban growth boundaries between the County and incorporated cities.

The Community Plan applies the concept of an urban growth boundary to Stanford in the form of an "Academic Growth Boundary" (AGB). The concept of the growth boundary as it applies to Stanford is a basic one: development must occur within the AGB, with lands outside the AGB remaining in open space. The AGB is the primary mechanism for promoting compact urban development and resource conservation in the Community Plan, and it serves as the basis for associated policies throughout the plan that reinforce this basic demarcation line.

Academic Growth Boundary Location

The Academic Growth Boundary generally parallels existing developed areas (see Figure 1.3 – Academic Growth Boundary). The purpose of this selected location is to direct all new development to infill sites rather than expansion areas, allowing for a compact form of urban development that promotes use of non-auto transportation

Figure 1.3 – Academic Growth Boundary



modes and that conserves land and other natural resources. Over time, this location will primarily result in a central campus at Stanford that is developed more intensively than the campus today. The location of the AGB also allows for a variety of settings to meet different academic and research needs.

Throughout the Community Plan, areas within the AGB (generally north of Junipero Serra Boulevard) are considered "central campus" and the areas outside the AGB (generally south of Junipero Serra Boulevard) are considered "foothills" (see Figure 1.2 – Community Plan Locations).

Development Policies

Allowable development for areas within and outside the Academic Growth Boundary is defined in the Land Use chapter of the Community Plan. Different land use designations are applied in those areas that direct development to land inside the growth boundary. Essentially all uses associated with the educational and residential function of the campus are directed inside the boundary, while areas outside the boundary are reserved for open space and academic activities that require the foothill setting for their basic functioning. A major existing use which is outside the AGB is the Stanford Golf Course, which is considered an open space use under the Community Plan.

Academic Growth Boundary Timing

The Academic Growth Boundary is not meant to be a permanent planning boundary, but it does need to remain in place for a long enough period of time to ensure that development will be directed toward the central campus over the long term. The AGB will remain in the established location for a period of at least 25 years. The Community Plan requires a vote of four-fifths of all members of the Board of Supervisors to modify the AGB location during this 25 year time period, in contrast to the simple Board majority required for other General Plan amendments.

Based on the historic growth rate of approximately 200,000 square feet of additional development per year for the past 40 years, 25 years of development would total an additional 5 million square feet, excluding faculty/staff housing which is separately regulated. Adding 5 million square feet to the current total would result in a central campus building area of approximately 17,300,000 square feet, excluding faculty and staff housing. In addition to the time limitation, this amount of cumulative development is a prerequisite or "trigger" for possible modification of the AGB. No modification of the growth boundary may be proposed or approved prior to 25 years from approval of the Community Plan and total building area on the central campus reaches 17,300,000 square feet.

The land area in which this development would be located is 1,370 acres, which is the area of the central campus excluding the current and proposed future faculty/staff residential area.

This AGB threshold serves several purposes:

- ∞ It defines the point at which expansion of the portion of the campus designated for academic and related development may be considered.
- ∞ It defines the development intensity level for the Academic Campus land use designation (see Land Use Chapter) under the Community Plan.
- ∞ It provides for an adequate amount of additional building area to serve Stanford's needs over the long term.
- ∞ It specifically aims to provide a concentration of people and activity conducive to use of transit and non-automobile trips.

It is important to distinguish that the AGB modification threshold in no way serves as an approval by the County of this amount of development. Actual development and population growth proposals by Stanford, both in the form of General Use Permit applications and as applications for individual building projects under the GUP, will continue to be evaluated for their environmental and policy impacts by County staff, the Planning Commission, and the Board of Supervisors.

Accommodating all future additional development within the AGB may require exploration of new areas for development in the future, such as the area of the west campus currently expected to remain undeveloped according to the development agreement between the City of Palo Alto and Stanford for the Sand Hill Road Corridor Projects. A higher level of building intensity through increased building height may also be needed.

Concurrent with their application for a General Plan amendment in the form of a Community Plan, Stanford University filed an application with the County for a new General Use Permit, requesting 2,035,000 additional square feet of academic and support space, 2,000 housing units for students, 350 units for postdoctoral fellows, and up to 668 housing units for faculty and staff. Excluding faculty and staff housing and assuming 550 square feet per unit of student housing and 1,000 square feet per unit of postdoctoral fellow housing, this development application requests an additional 3,485,000 square feet of new building area on the campus over the next 10 years. Despite this accelerated rate of new development compared to past years, the AGB will remain in place for 25 years, indicating that growth rates would need to decline in the future. The calculations for the AGB threshold are summarized in Table 1.3:

Table 1.3 – AGB Threshold Calculations

Land area (excluding faculty/staff residential areas)	1,370 acres
Current building area	12,300,000 square feet
Current building intensity ratio (building area/land area)	0.21
40-year annual growth rate	200,000 square feet per year
25-year growth allocation (growth rate * 25 years)	5,000,000 square feet
AGB threshold building area	17,300,000 square feet
AGB threshold building intensity (AGB threshold building area/land area)	0.29
Proposed General Use Permit development	3,485,000 square feet
Amount remaining in AGB threshold after GUP development	1,515,000 square feet

Calculations of current and future on-campus building area do not include faculty/staff housing. Development in residential areas is regulated in the Community Plan under a different land use designation that defines allowable residential density for these areas, consistent with the historical practice of excluding faculty/staff housing from the General Use Permit.

Community Plan Policies Supporting Academic Growth Boundary

The following table describes some means by which the Academic Growth Boundary, and the associated concepts of compact urban development and resource conservation, are reinforced in other chapters of the Community Plan.

Table 1.4 – Community Plan reinforcement of AGB

Chapter	AGB Reinforcement
Land Use	Land Use designations within and outside the AGB
Housing	Identification of housing sites within the AGB; promotion of higher-density housing
Open Space	Protection of open space outside the AGB; promotion of balance between high intensity development and open space inside the AGB
Circulation	"No net new commute trips" standard, which promotes compact development to allow for use of transit, bikes and walking

Policies

SCP-GD 1

Establish and maintain an Academic Growth Boundary (AGB) as shown on Figure 1.3. Direct future development on Stanford lands within the AGB, consistent with the Community Plan land use designations.

SCP-GD 2

Retain the location of the AGB as shown in Figure 1.3 for at least 25 years, and until the building area of academic and support facilities and student housing reaches 17,300,000 square feet.

SCP-GD 3

Allow modification of the location of the AGB within 25 years of its initial approval only upon a four-fifths vote of the Board of Supervisors.

SCP-GD 4

The design and intensity of growth within the AGB should facilitate transit usage. There should be a mixture of uses to allow for a high degree of pedestrian and bike trips. The location of uses should facilitate non-auto trips.

SCP-GD 5

The design and intensity of development outside the AGB should be very low intensity supporting academic field research, research needing remote locations, agricultural and recreational uses.

SCP-GD 6

Incremental additional development within the AGB may only be permitted through a General Use Permit approved by the County.

Strategy # 2: Engage in Co-operative Planning and Implementation

The policies associated with this strategy articulate and reinforce the decision making and co-operative arrangements among Stanford, the City of Palo Alto and the County of Santa Clara which have been in place for several decades. These policies clearly articulate a departure from General Plan policies for other urban unincorporated areas of the county; however, because the County's intentions regarding annexation, use regulation, and service provision differ from other urban areas it is appropriate that specialized policies and consultation procedures apply to Stanford.

The 1985 Land Use Policy agreement stipulates that Stanford will provide all municipal services to unincorporated portions of Stanford lands, including contractual arrangements for services as needed. The Community Plan and new General Use Permit create a need to ensure that service

Stanford Community Plan**Chapter 1 – Growth and Development**

use by Stanford residents and Stanford's provision or contracting of services are consistent with one another.

The policies also reflect the County's desire to understand the University's long-term development plans so that such development may accomplish the University's academic mission in a manner consistent with quality planning practices and the County's planning objectives. The Community Plan represents a commitment to quality stewardship of a unique regional asset.

To provide for consideration of these issues, Stanford will be required prepare, at its own expense and in cooperation with the County Planning Office, a Sustainable Development Study covering all of its unincorporated lands in Santa Clara County. This study will be required to be completed during the time that the 2000 General Use Permit is in effect to ensure that both growth under the 2000 General Use Permit and future growth patterns are consistent with the recommendations of the study regarding the appropriate location and manner of development.

The Sustainable Development Study shall be based upon and meet planning principles and criteria established by the Board of Supervisors in the Community Plan and 2000 General Use Permit, as supplemented by the County Planning Office. These principles and criteria will include, but not be limited to, recognition, protection and avoidance of important natural resources including sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults. The Sustainable Development Study shall identify the maximum planned buildout potential for all of Stanford's unincorporated Santa Clara County land, demonstrate how development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development. In the interest of maintaining hillside views, developable areas should generally be limited to those with an elevation lower than 200 feet. Coupled with new zoning that promotes clustering of development, the Sustainable Development Study will address issues of resource protection with a view beyond the 25-year time frame of the AGB.

The County may, at Stanford's expense, choose to conduct a parallel study to the Sustainable Development Study prepared by Stanford, or may choose to do additional work to supplement Stanford's study. The Sustainable Development Study will be submitted to the Board of Supervisors for approval.

Policies

SCP-GD 7

The use and development of Stanford lands in the unincorporated area of Santa Clara County shall be consistent with:

- the County General Plan, including this Community Plan;
- the County Zoning Ordinance;
- a conditional use permit known as the Stanford University General Use Permit;
- other use permits and approvals as required, granted by the County within the parameters of the Zoning Ordinance and the General Use Permit; and,
- the Land Use Policy Agreement among the County, the City of Palo Alto, and Stanford.

SCP-GD 8

Academic and related development on unincorporated lands of Stanford University within Palo Alto's urban service area shall not be required to conform to the City of Palo Alto's Comprehensive Plan.

SCP-GD 9

The provision of urban services to the academic lands of Stanford University shall be the responsibility of the University. This may be accomplished through direct provision of such services by Stanford, payment of in-lieu fees, or appropriate contractual relationships with local jurisdictions.

SCP-GD 10

Annexation of Stanford lands shall be in accordance with the 1985 Land Use Policy Agreement:

Academic land uses, for which the University provides or obtains its own services, will not be required to annex to a city.

Open space and agricultural uses of land will remain unincorporated.

Other non-academic uses of University land should be subject, in appropriate cases, to city annexation, as agreed to in the Land Use Policy Agreement.

SCP-GD 11

In accordance with the adopted Land Use Policy Agreement and Protocol, provide opportunities for the City of Palo Alto to review and comment upon projects and proposals involving Stanford University that may affect the City.

SCP-GD 12

Determine and define the long-term incremental growth potential for Stanford lands, and identify the maximum planned buildout potential and all appropriate areas of potential development through completion of a Sustainable Development Study. The Sustainable Development Study shall accomplish the following:

Demonstrate how future development will be sited to prevent sprawl into the hillsides, contain development in clustered areas, and provide long-term assurance of compact urban development; and

Provide for protection and/or avoidance of sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults.

Implementation Recommendation

SCP-GD (i) 1

Revise the Protocol, which is maintained under the stipulations of the 1985 Land Use Policy Agreement, to reflect changes in land use policies and review procedures resulting from adoption of the Community Plan and the 2000 General Use Permit.

SCP-GD (i) 2

Identify urban service levels and service needs of Stanford residents. If Stanford is not providing an appropriate level of urban services to its residents, require that Stanford either provide any needed municipal services, pay in-lieu fees, or contract with the appropriate agencies to provide them. Contractual agreements or services required by the County will recognize that individuals commonly use services independent of jurisdictional boundaries, that jurisdictions may employ policies that give priority to their residents for service use, and that service levels differ among jurisdictions.

SCP-GD (i) 3

Require that Stanford prepare and submit to the Board of Supervisors for approval a Sustainable Development Study to determine the maximum appropriate buildout and development location potential for all of Stanford's unincorporated lands. The Sustainable Development Study shall be completed and approved prior to acceptance of applications for the second 50% of the academic development allowed under the 2000 GUP. Further, the County shall not accept any further use permit applications until the Sustainable Development Study is completed. If appropriate, the County Planning Office may conduct additional work related to the Sustainable Development Study. All work associated with the study shall be conducted at Stanford's expense. The County's approval of the Sustainable Development Study shall in no way be construed as the County's agreement to or approval of the amount, type, or location of development proposed in the Study.

SCP-GD (i) 4

With respect to the foothills, the Sustainable Development Study shall identify all area(s) of potential future development. The potential development area(s) shall be consistent with the Community Plan strategies and policies, which include but are not limited to the strategies and policies relating to compact urban development, conservation of natural resources, open space protection, maintenance of scenic values, and avoidance of hazards.

Stanford University General Use Permit

CONDITIONS OF APPROVAL

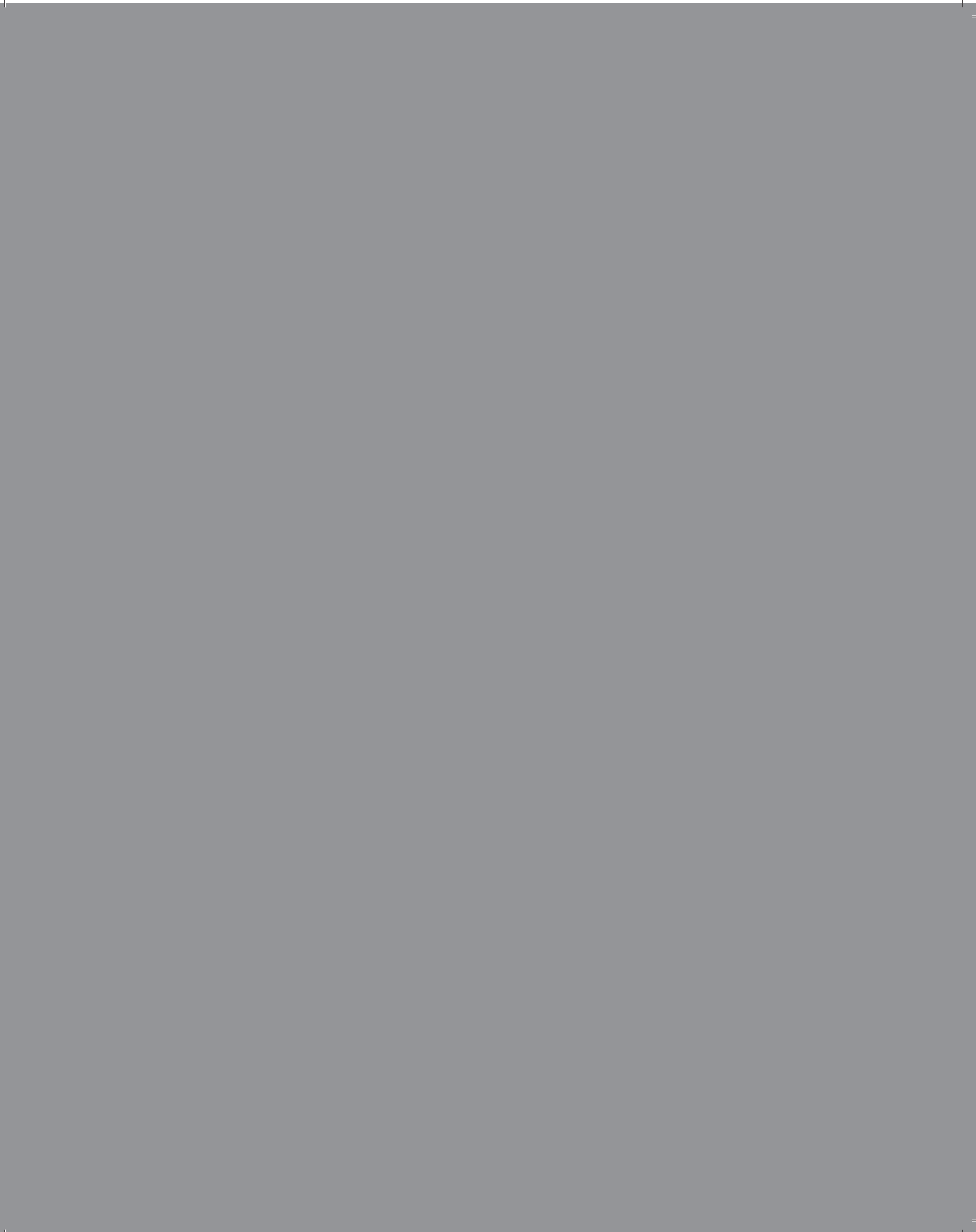
The following conditions have been established for the Stanford University General Use Permit (GUP). The conditions describe the distribution of additional building area, procedures under which construction may occur, and associated measures which must be accomplished before, during and after construction.

E. Academic Building Area

5. Stanford shall complete and submit to the Planning Office for Board of Supervisors approval a Sustainable Development Study. The study shall be completed in accordance with the Community Plan. After the Sustainable Development Study is deemed adequate by the County Planning Office, it shall be presented to the CRG. After presentation to the CRG, the study shall be forwarded to the County Planning Commission for a recommendation regarding its approval by the Board of Supervisors. The Sustainable Development Study shall be approved by the Board of Supervisors prior to County acceptance of applications for nonresidential development which would result in development of a cumulative total of more than 1,000,000 net new square feet of nonresidential development that counts toward the GUP building area cap. All work associated with the Sustainable Development Study conducted by Stanford, the County, and/or an independent consultant shall be completed at Stanford's expense.



SUSTAINABLE DEVELOPMENT STUDY APPENDIX B: SENSITIVITY ANALYSIS



Appendix B: Sensitivity Analysis

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Assumptions

Methodology

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 - Step 2: Define classes and assign sensitivity values (sv)
 - Step 3: Perform overlay model
 - Step 4: Define sensitivity categories
- Land sensitivity composite results
 - Protection Areas
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Hypothetical case study

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This appendix supplements Chapter 4, providing technical data for the Sensitivity Analysis. In order to keep the context of the analysis intact, some of the following material is repeated from Chapter 4, supplemented with additional detail.

Assumptions

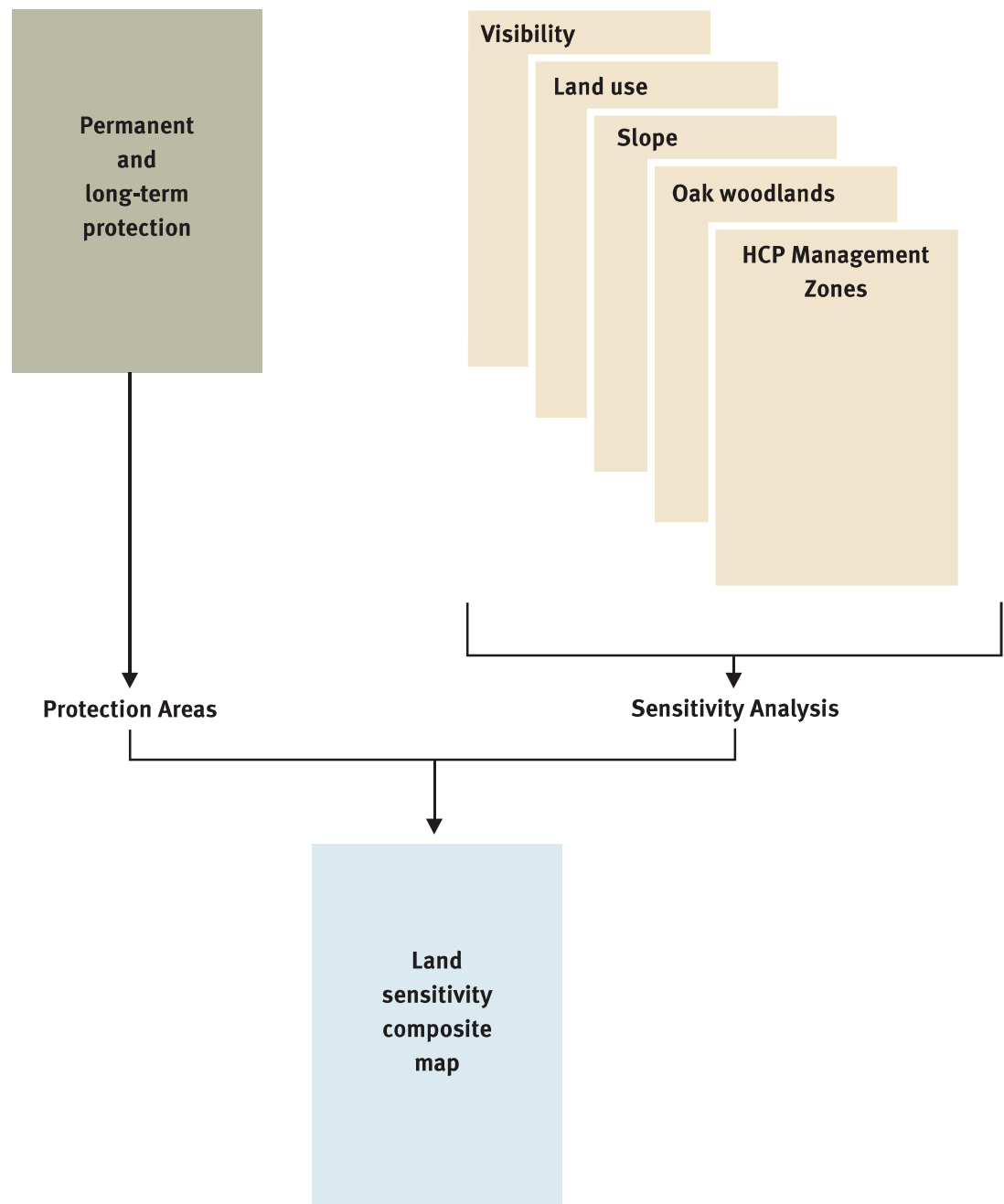
- The Study uses the current environmental information available for the purpose and scale of this analysis. Information on the data (date, source, etc.) is included in each theme summary.
- Future proposed uses will require site-specific analyses.
- Cultural resource information (e.g., archeological site locations) is confidential and not included in this Sensitivity Analysis; however, it is incorporated into all site-specific planning analyses on Stanford lands.

Methodology

The Sensitivity Analysis determines land sensitivity for resource protection in the Foothills. First, Stanford University identified the most critical habitat areas that are considered “Protection Areas”. These areas have either permanent protection (mostly located in streams and riparian ecosystems) or long-term (50-year) protection. These Protection Areas cover approximately 20 percent of the Foothills. In order to assess the sensitivity of the remaining lands, the Study uses an overlay method to perform a multifaceted analysis of the region’s environmental sensitivity¹. By using this method, information can be layered and combined to identify overall sensitivity and suitability for different types of land use. In the overlay method, environmental information and other data such as regulatory constraints are depicted on individual maps called thematic maps (themes). For example, habitat zones, slope, and viewsheds would each be mapped to provide a thematic map. The University prepared six thematic maps, five of them (HCP Management Zones, Oak woodlands, Slope, Land use, and Visibility) to overlay in its Sensitivity Analysis. The overlay Sensitivity Analysis and the Protection Areas were then compiled, creating a new composite map reflecting the values of all constituent six themes.

The following flowchart summarizes this methodology.

¹ Ian L McHarg (*Design with Nature*, 1969) overlay approach assigns values to any environmental factors or themes. In these themes, a particular attribute (class) is assigned a numerical or nominal value that is a measure of the ability of that condition to accommodate a particular use.



PROTECTION AREAS: MAP AND SUMMARY INFORMATION

The University is working with the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration-National Marine Fisheries Service (NOAA Fisheries) to prepare a Habitat Conservation Plan (HCP)². The HCP is part of a process outlined by Section 10 of the Federal Endangered Species Act. The Stanford HCP will result in long-term (50-year) Incidental Take Permits from the USFWS and the NOAA Fisheries, providing comprehensive species protection and long-term certainty for the University's planning and land management efforts.

To prepare the HCP, Stanford studied the habitat characteristics of its lands and identified the most sensitive habitat areas. The Stanford HCP defines two types of Protection Areas in unincorporated County of Santa Clara lands: conservation easements and conservation reserves. The conservation easement areas are located in the San Francisquito/Los Trancos Creek basin and in the Matadero/Deer Creek basin. The California Tiger Salamander Conservation Reserve is located in the California tiger salamander basin.



Figure B.1 Easement – Los Trancos Creek



Figure B.2 CTS Reserve – breeding pond

Conservation easement and reserve spatial information is included, as it assists in providing protection of the most important and most sensitive zones of the Foothills to maintain protected species and associated communities. Because the Stanford HCP would prohibit development of these lands during the Study period, except for purposes of habitat enhancement, they are considered Protection Areas. These areas receive Sensitivity Analysis consideration but are then excluded from the final sensitivity gradient categories.

² DRAFT Stanford University Habitat Conservation Plan, 2008 (<http://hcp.stanford.edu>)

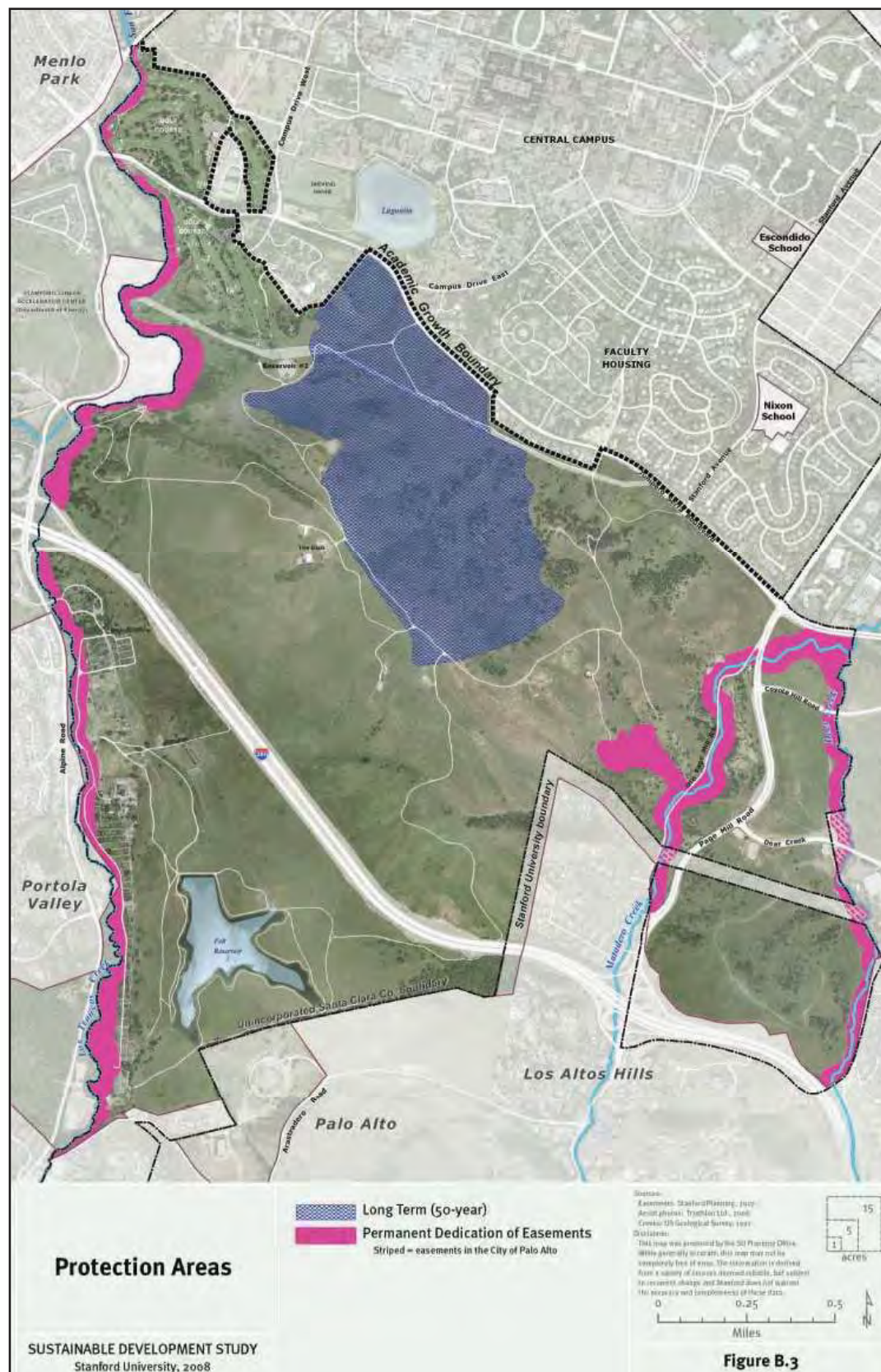
The following categories have been included in the final composite analysis:

- **Conservation easements:** These cover approximately 140 acres.³ Under the Stanford HCP, this area would provide permanent protection for the Covered Species.⁴ This category is identified as “Permanent dedication of easements” (Figure B.3).
- **Conservation reserve:** Development within these 315 acres is prohibited for the 50-year life of the Stanford HCP. It is also the location of potential future conservation easements should California tiger salamander habitat be removed elsewhere on Stanford lands. This category is identified as “long-term” (50-year) conservation (Figure B.3).

Map source: Land Use and Environmental Planning Office, Stanford University, 2007.

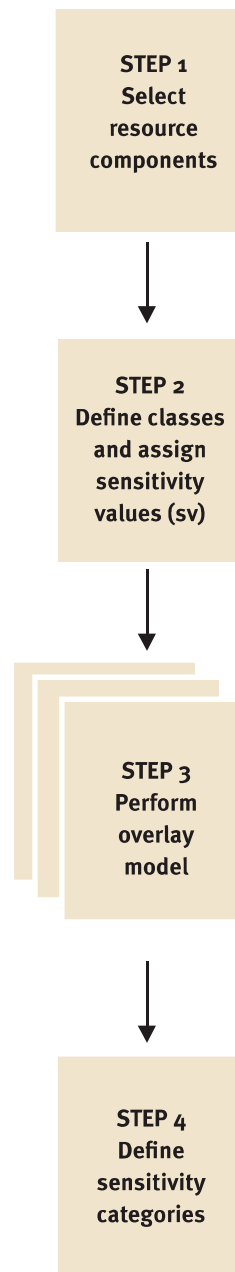
³ *The Stanford HCP provides continuous Conservation easements along the creeks within Stanford University's lands. Because the maps in this document provide information only for areas in unincorporated County of Santa Clara, there appears to be a gap along Deer Creek. This parcel is within Palo Alto's jurisdiction and is noted in the map with a striped pattern.*

⁴ *Covered Species are species protected by the Endangered Species Act that are included in the HCP.*

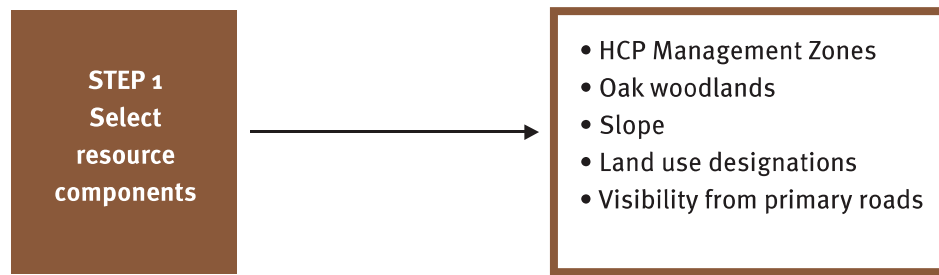


APPLICATION OF THE SENSITIVITY ANALYSIS

The application of this method to the Foothills is summarized below to provide an overview of the analysis process. A description of the methodology used for each step of the analysis follows this overview.



Step 1: Select resource components



CRITERIA

The following criteria were used to select the resource components for the Sensitivity Analysis:

- Components need to address the requirements of the Stanford Community Plan that state that the Sustainable Development Study must provide for protection and/or avoidance of sensitive plant and animal species and their habitats, creeks and riparian areas, drainage areas, watersheds, scenic viewsheds, and geologic features such as steep or unstable slopes, and faults. In addition, the Stanford Community Plan states that the Sustainable Development Study should include maintenance of scenic viewsheds.
- Spatial and temporal accuracy need to be sufficient for the analysis.

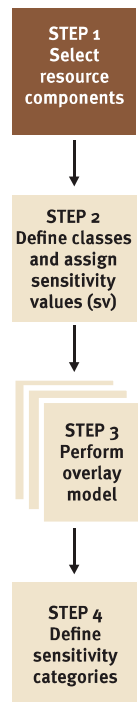
RESOURCE COMPONENTS

The following resource components were selected for the sensitivity study:⁵

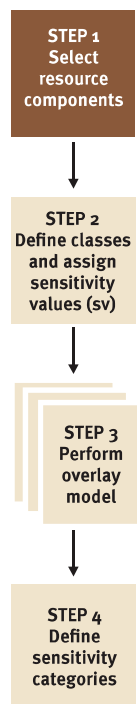
- HCP Management Zones
- Oak woodlands
- Slope
- Land use designations
- Visibility from primary roads

These components include both environmental and regulatory information. Each of these components are defined briefly here:

- **HCP Management Zones:** In areas outside of the Protection Areas, the Stanford HCP identifies Management Zones that correspond to the relative habitat value for the Covered Species. These habitat values range from Zone 1, which has a high habitat value, to Zone 4, which has a low habitat value.



⁵ A detailed review of each theme is provided in each Resource Components section.



- **Oak woodlands:** Oak woodlands are located throughout the Foothills. The Stanford HCP does not prioritize oak woodlands as habitat for Covered Species, thus the Protection Areas and HCP Management Zones do not reflect the sensitivity of these lands. Oak woodlands provide nesting and roosting habitat for a variety of wildlife species, as well as important visual benefits.
- **Slopes:** Any development activities on lands with steep slopes would need to address erosion and slope stability issues. As slopes increase, these requirements would also increase.
- **Land use designations:** The County of Santa Clara designates lands in the Foothills as Special Conservation Areas or Open Space/Field Research (OS/FR). Special Conservation areas are subject to greater restrictions than OS/FR land.
- **Visibility from primary roads:** Through its OS/F zoning, the County of Santa Clara has developed a methodology for assessing the relative visibility of sites in the Foothills from defined primary roads, which would apply to future proposals in the OS/F zoning.

DATA SOURCES

Three main sources of data have been used in this study:

- Data collected by extensive fieldwork under the supervision of the Stanford University Conservation Program Manager, such as Protection Areas, the HCP Management Zones, and Oak woodlands. Data collected through spring 2008.
- Data purchased by specialized companies (Triathlon Ltd./Psomas, 2002),⁶ such as topography used to derive slope.
- Data obtained from the County of Santa Clara such as spatial information for land use designations and viewshed analysis (Land use designations, 2000; Visibility from Primary Roads, 2003).

A map and summary for each component is provided in the following pages with descriptions of the topic and data source.

⁶ Triathlon, 2002. *Topography, 2' contour lines*. Psomas is the consulting company for the Santa Clara County-wide Orthoreference Aerial Photography and Parcel Geodatabase.

HABITAT CONSERVATION PLAN MANAGEMENT ZONE

The Stanford HCP classifies lands into four Management Zones according to the habitat value of the land, if any, to the Covered Species.

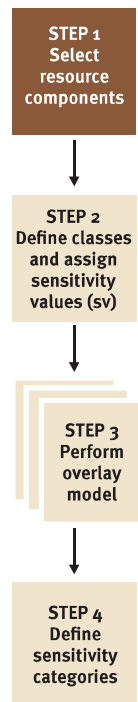
- **ZONE 1:** Areas classified as Zone 1 support one or more of the Covered Species or provide critical resources for a Covered Species. These areas are necessary for the local persistence of the Covered Species.
- **ZONE 2:** Areas classified as Zone 2 are occasionally occupied by a Covered Species and provide some of the resources used by the Covered Species. These areas generally do not support individuals of the Covered Species on a year-round basis, but they provide indirect support to the Covered Species by providing a buffer between Zone 1 areas and areas that are impacted by urban and other uses. Zone 2 does not include any breeding habitat for the Covered Species.
- **ZONE 3:** Areas classified as Zone 3 are generally undeveloped open space lands that have some biological value but provide only limited and indirect benefit to the Covered Species. Under the Conservation Program, these areas will be operated and developed in a manner that does not adversely affect the Covered Species, but these lands are generally more desirable areas for future development than Zones 1 or 2.
- **ZONE 4:** Areas classified as Zone 4 do not support the Covered Species. This Zone includes urbanized areas that have been developed by the University and those areas that are completely surrounded by urban development and/or roads, or are otherwise isolated from areas that support a Covered Species. These areas are population sinks for the Covered Species.

The Stanford HCP would provide protection for the most sensitive Zone 1 land through two mechanisms:

- Permanent conservation easements along the creeks
- California Tiger Salamander Conservation Reserve

The permanent conservation easements would be created within 1 year of the approval of the Stanford HCP and issuance of Incidental Take Permits. An easement would allow conservation activities and maintenance of existing facilities, but would prohibit other development. These easements, located along San Francisquito/Los Trancos creeks and Matadero/Deer creeks, would total 140 acres in unincorporated County of Santa Clara.

The California Tiger Salamander Conservation Reserve would be established within 1 year of the approval of the Stanford HCP and issuance of the Incidental Take Permits. This 315-acre reserve in the Foothills would be managed for the benefit of the California tiger salamander. Development, such as academic buildings, residential dwelling units, or commercial buildings, would be prohibited. Utilities and other general infrastructure improvements that would not adversely affect the tiger salamander habitat could be placed within the California Tiger Salamander Reserve.



There are the four species currently covered by the draft Stanford HCP:



*Figure B.4
California tiger
salamander*



*Figure B.5
California red-legged
frog*



*Figure B.6
Western pond turtle*



Figure B.7 Steelhead

STEP 1
Select
resource
components



STEP 2
Define classes
and assign
sensitivity
values (sv)



STEP 3
Perform
overlay
model



STEP 4
Define
sensitivity
categories

The HCP Management Zones spatial information is included in the land Sensitivity Analysis for the following reasons:

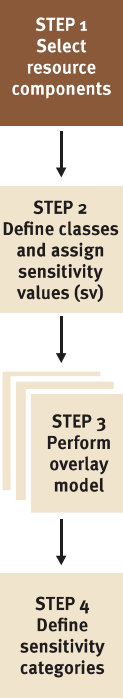
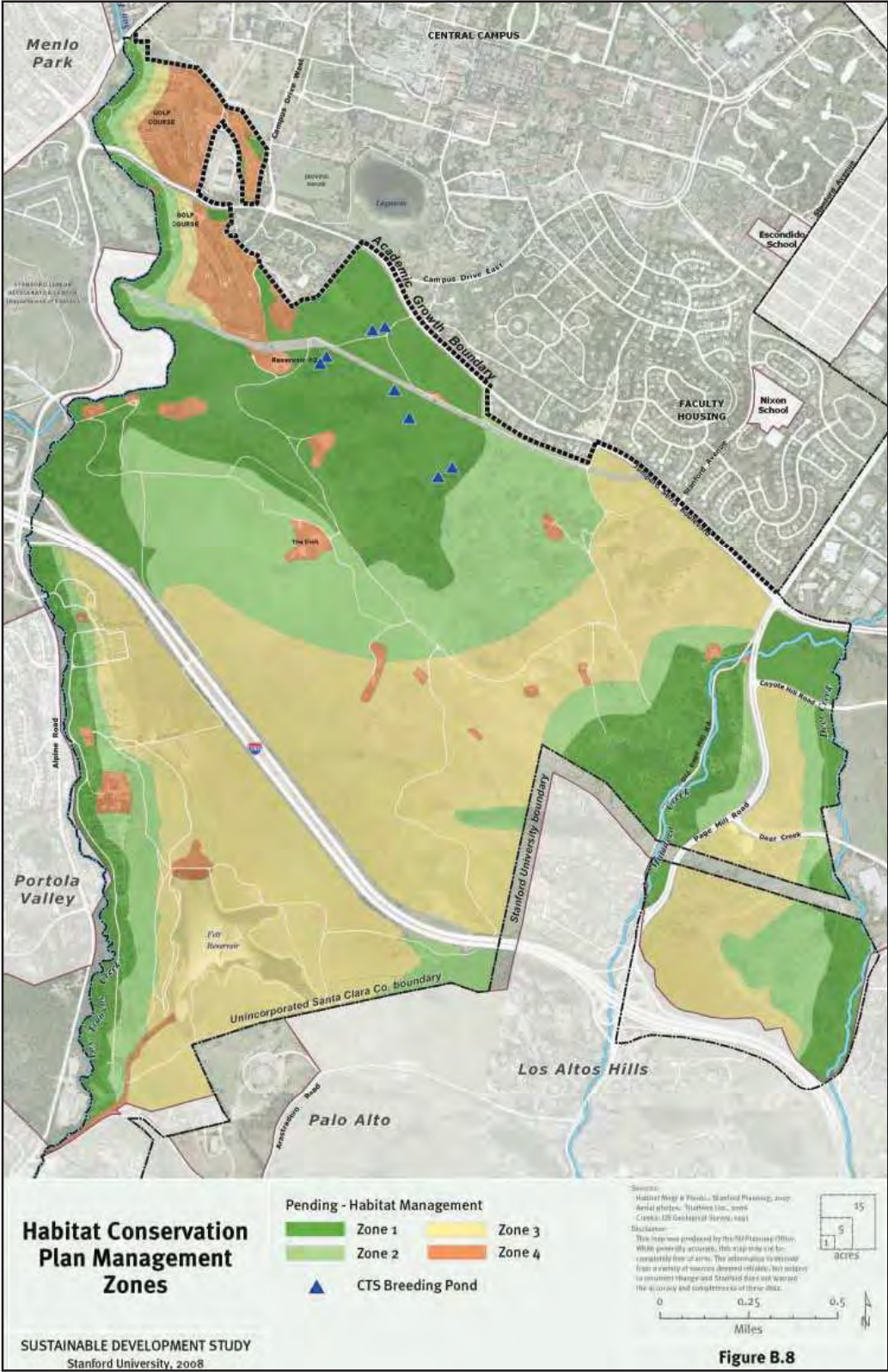
- It provides an exhaustive study of the Covered Species' habitat.
- These habitats are sensitive Foothills areas for the conservation of natural resources.
- These habitats are home to a much larger community of animals (and plants), in addition to the Covered Species.

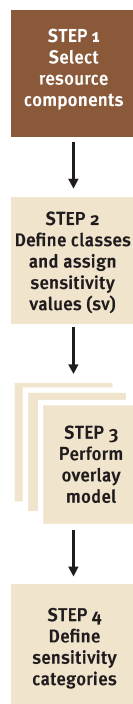
The following HCP Management Zones⁷ have been included in the analysis (Figure B.8):

- **ZONE 1:** This zone covers approximately 635 acres of riparian, creek and uplands, and eight experimental breeding ponds. This zone has a value of 8 in the land Sensitivity Analysis.
- **ZONE 2:** This zone covers approximately 530 acres in the Foothills and has a value of 5 in the land Sensitivity Analysis.
- **ZONE 3:** This zone covers approximately 965 acres in the Foothills and has a value of 3 in the land Sensitivity Analysis.
- **ZONE 4:** This zone covers approximately 125 acres in the Foothills and has a value of 1 in the sensitivity land analysis.

Map source: Land Use and Environmental Planning Office, Stanford University, 2007.

⁷ This map includes Felt Lake and Hetch Hetchy Aqueduct areas (total of 2,255 acres).





OAK WOODLANDS

In 1980, Stanford University started a restoration program to reestablish the oak woodlands areas after a land use study showed significant loss of these areas had occurred since 1920.⁸



Figure B.9 Oak planting



Figure B.10 Oak protection



Figure B.11 Oak restoration

The oak woodlands spatial information is included in the land Sensitivity Analysis for the following reasons:

- The oak woodlands are one of the most representative foothills native plant communities of Central California.
- The oak woodlands provide habitat for a large community of associated species of plants and wildlife, (e.g., blue elderberry, bobcat, gray fox, San Francisco dusky-footed woodrat)

The oak woodlands thematic information was generated by Stanford University's Conservation Program Manager according to the following criteria:

- Tree density of the three dominant oak species (Coast live oak, Valley oak, and Blue oak). A grouping of at least three trees within 50 meters of each other is designated oak woodland.

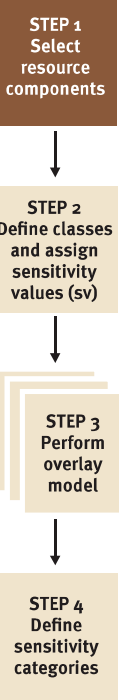
GUP condition K.3 requires mitigation for the identified oak woodlands areas. Therefore, two conditions have been included in the sensitivity land analysis (Figure B.12):

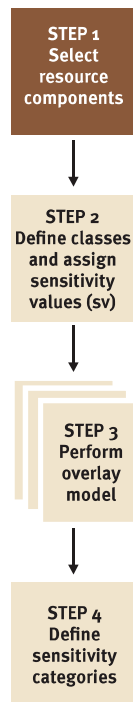
- Existing oak woodlands are areas of dense oak and associated community. These areas cover approximately 712 acres in the Foothills and have a value of 5 in the land use Sensitivity Analysis.
- The remaining 1,543 acres have a value of 0.

It should be noted that oak groves shrink and expand over time with the natural cycle of individual trees and in response to changes in conditions. The oak woodlands thematic layer map is a useful tool for looking at broad patterns of land sensitivity; however, it should be periodically updated and supplemented by site inspections for specific projects. In addition, isolated oak trees would be identified during the site-specific analysis.

Map source: Stanford University Conservation Program Manager, 2008.

⁸ Stanford University, *Land Use Plan, 1980.*





SLOPE

Slope is used to describe the steepness, incline, gradient, or grade of a straight line. The Foothills north of I-280 present a complex topography, formed by a dense pattern of rolling areas. South of I-280, the slopes are gentler.



Figure B.13 Slope 0-15%



Figure B.14 Slope 15-30%



Figure B.15 Slope >30%

Slope spatial information is included in the land Sensitivity Analysis for the following reasons:

- Higher slopes have greater potential for erosion or instability.
- Higher slopes require special protective procedures during development.

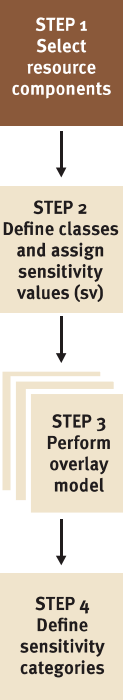
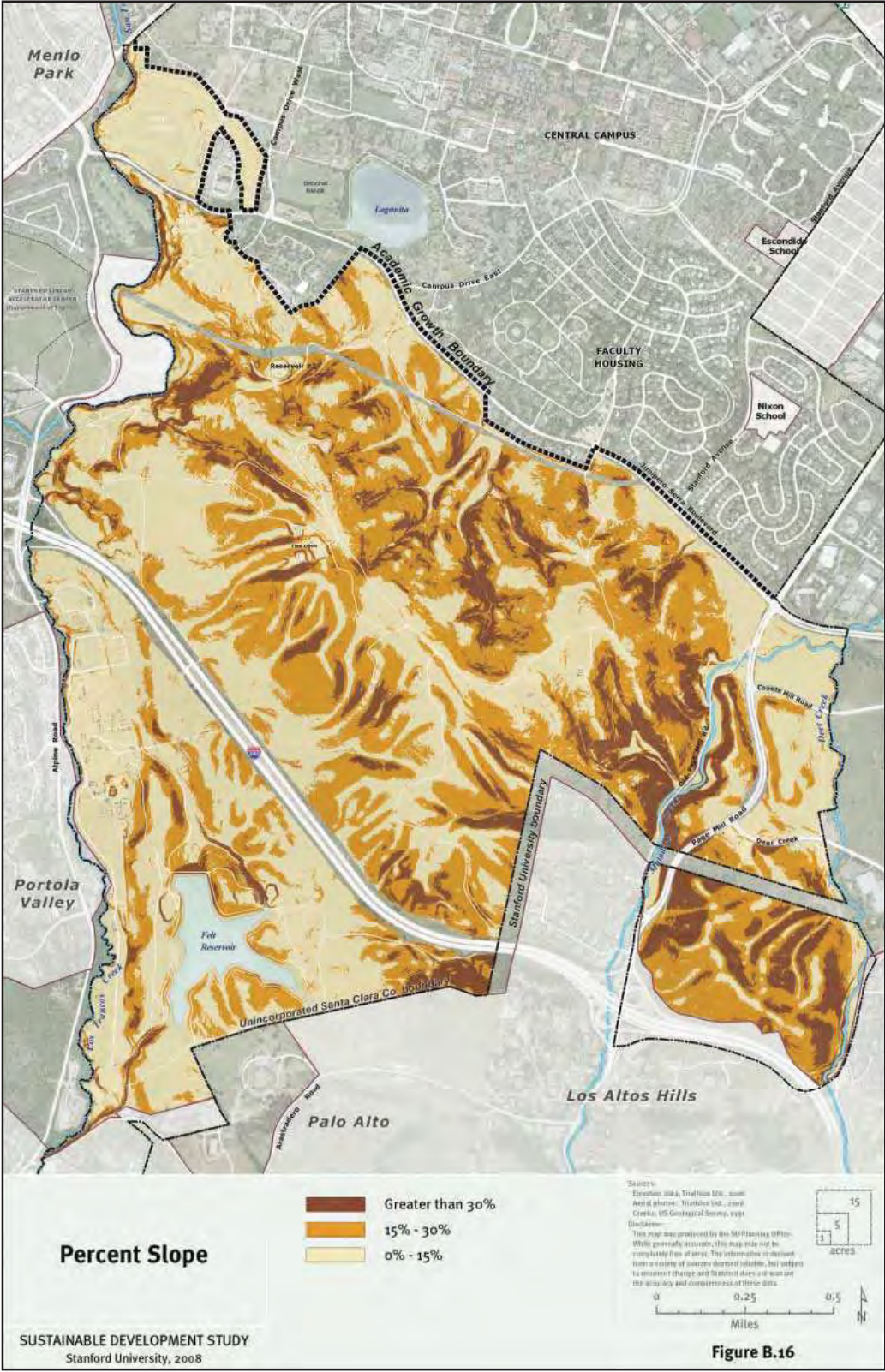
The following three groups of slope⁹ have been adapted from LSA slope classification zones¹⁰ for land management, (Figure B.16):

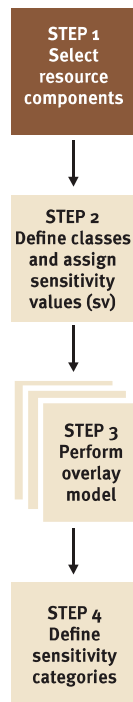
- Slope > 30%: When the slope is greater than 30 percent, it becomes a critical challenge for development. Erosion and land instability are frequent associated problems. This slope class covers approximately 295 acres in the Foothills. It has a value of 4 in the land Sensitivity Analysis.
- Slope 15-30%: These areas present moderate problems for almost any kind of development. With these gradients, roads must run diagonal to slope and grading is difficult. This slope's class covers approximately 830 acres in the Foothills. It has a value of 2 in the land Sensitivity Analysis.
- Slope 0-15%: These areas are not considered "hillside" for development purposes. This slope's class covers approximately 1,130 acres. It has a value of 1 in the land Sensitivity Analysis.

Map source: Land Use and Environmental Planning Office, Stanford University, 2008.

⁹ This map includes Felt Lake and Hetch Hetchy Aqueduct areas (total of 2,255 acres).

¹⁰ LSA Assoc. 2002. "Typical slope categories used in the Western US."





LAND USE DESIGNATIONS

The Stanford Community Plan established the following land use designations (Figure B.21):

- Special Conservation Areas (SCA): These areas are unsuitable for development due to the following natural resources constraints:
 - Steep and unstable slopes
 - Seismic or other geologic hazards
 - Riparian areas (usually 150 feet measured from the top of the bank)
 - Sensitive areas (e.g., California tiger salamander habitat)
- Open Space / Field Research (OS/FR): The regulation of these areas was formalized in the Open Space/Field Research (OS/F) Zoning District adopted in 2003.¹¹ The following are examples of permitted land uses in this zone¹²:
 - Field study activities
 - Utility infrastructure
 - Grazing and agricultural
 - Recreational activities which are consistent with protection of environmental resources and Foothills access
 - Antennas
 - Wood recycling



Figure B.17 SCA breeding pond



Figure B.18 SCA riparian zones



Figure B.19 OS/FR agricultural use



Figure B.20 OS/FR academic use

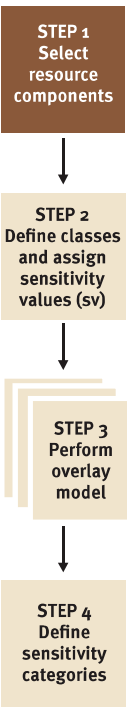
¹¹ See zoning ordinance text 2.50.010C for purpose of the zone: to maintain open space character of those Stanford lands outside the AGB: allows utilities, low-intensity agriculture, limited agricultural research, field research, field studies, limited outdoor recreational activities, recreational trails, environmental restoration, limited ancillary facilities, etc.

¹² A total of 15,000 sq. ft. of development (maximum structure size of 5,000 sq. ft.) may be approved, subject to a corresponding decrease in square feet elsewhere within Stanford University development districts.

Land use designation spatial information is included in the land Sensitivity Analysis because it includes natural resources factors (e.g., delineation of riparian zones and other sensitive areas) and physical constraints factors (e.g., unstable slopes and seismic hazards).¹³

- Special Conservation Areas: Covers 385 acres and has a value of 7 in the Sensitivity Analysis.
- Open Space/Field Research: Covers approximately 1,870 acres and has a value of 1 in the land Sensitivity Analysis.

Map source: County of Santa Clara Planning Office, 2003.



¹³ This map includes Felt Lake and Hetch Hetchy Aqueduct areas (total of 2,255 acres).

STEP 1
Select
resource
components



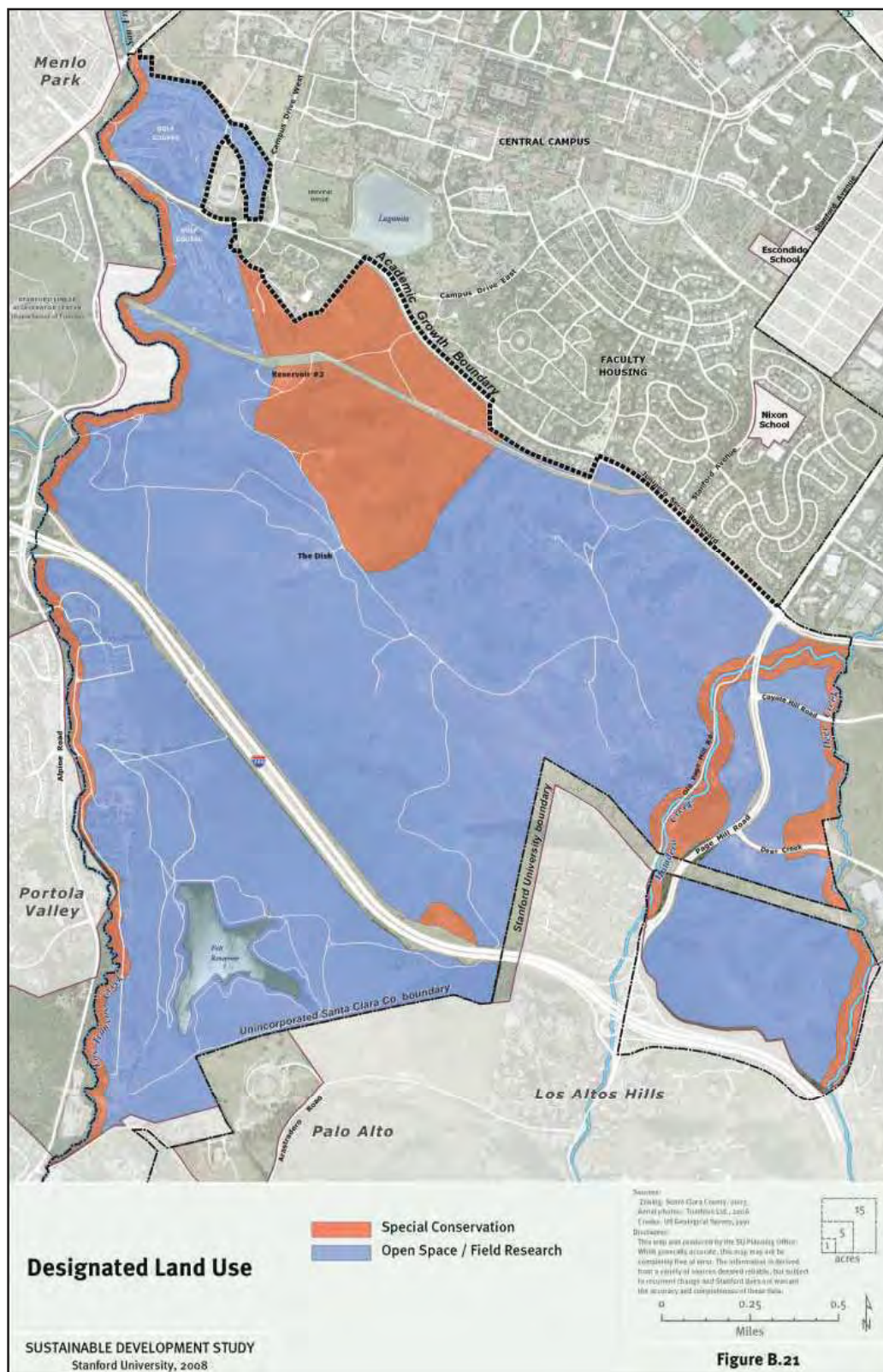
STEP 2
Define classes
and assign
sensitivity
values (sv)



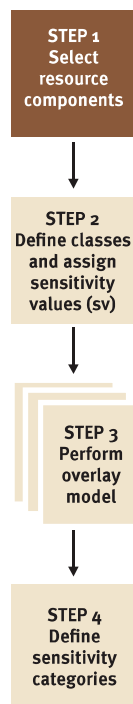
STEP 3
Perform
overlay
model



STEP 4
Define
sensitivity
categories



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VISIBILITY FROM PRIMARY ROADS

The County of Santa Clara Open Space/Field Research Viewshed Analysis¹⁴ adopted in 2003 was included in the Land Sensitivity Analysis as a visibility factor. Section 2.50.040 B of the County of Santa Clara zoning code describes the methodology for conducting the viewshed analysis. Under the required methodology, views from identified corridors have been mapped, and the number of times a given area would be visible from individual corridors has been calculated. This frequency is then used to designate visibility zones that are high, medium-high, medium, or low.



Figure B.22 View from Palm Drive



Figure B.23 View from Junipero Serra Boulevard/Stanford Avenue



Figure B.24 View from I-280

The viewshed analysis is a tool to be used in conjunction with review of individual development projects. Additional view analysis would be performed for each project.

The viewshed corridors dictated by the OS/F zone are:

- Junipero Serra Boulevard (from San Mateo County border to Page Mill Road) ,
- Page Mill Expressway (from Junipero Serra Boulevard to Arastradero Road) ,
- Arastradero Road (from Page Mill Road to Alpine Road; and from Page Mill Road to Deer Creek Road) ,
- Alpine Road/Sand Hill Road corridor (from Arastradero Road to Arboretum Road) ,
- Interstate 280 (from Sand Hill Road to Arastradero/Purisima Road),
- Stanford Avenue approach to the Stanford “Dish Trail” access, and
- Palm Drive (from Arboretum Road to the end of the Stanford “oval”).

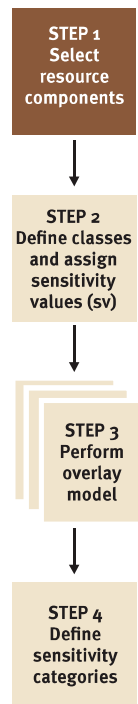
Because the software model does not account for existing ground features, such as trees, rocks, or minute topographic detail, or for constructed features, such as buildings, structures, or infrastructure, project-specific site analysis should be used to verify or revise site-specific visibility ratings.

¹⁴ County of Santa Clara, Planning Office, 2003. “Open Space/Field Research Viewshed Analysis.” Aggregated Analysis.

The County of Santa Clara’s hillside visibility mapping method results in the following coverage areas on the Foothills portion of the Stanford campus¹⁵ (Figure B.25):

- High visibility: This area covers approximately 180 acres and has a value of 6 in the sensitivity land analysis.
- Medium-high visibility: This area covers approximately 235 acres and has a value of 5 in the sensitivity land analysis.
- Medium visibility: This area covers approximately 600 acres and has a value of 3 in the sensitivity land analysis.
- Low visibility: This area covers approximately 895 acres and has a value of 1 in the sensitivity land analysis.
- Not visible: This area covers approximately 345 acres and has a value of 0 in the sensitivity land analysis.

Map source: County of Santa Clara Planning Office, 2003.



¹⁵ This map includes Felt Lake and Hetch Hetchy Aqueduct areas (total of 2,255 acres).

STEP 1
Select
resource
components



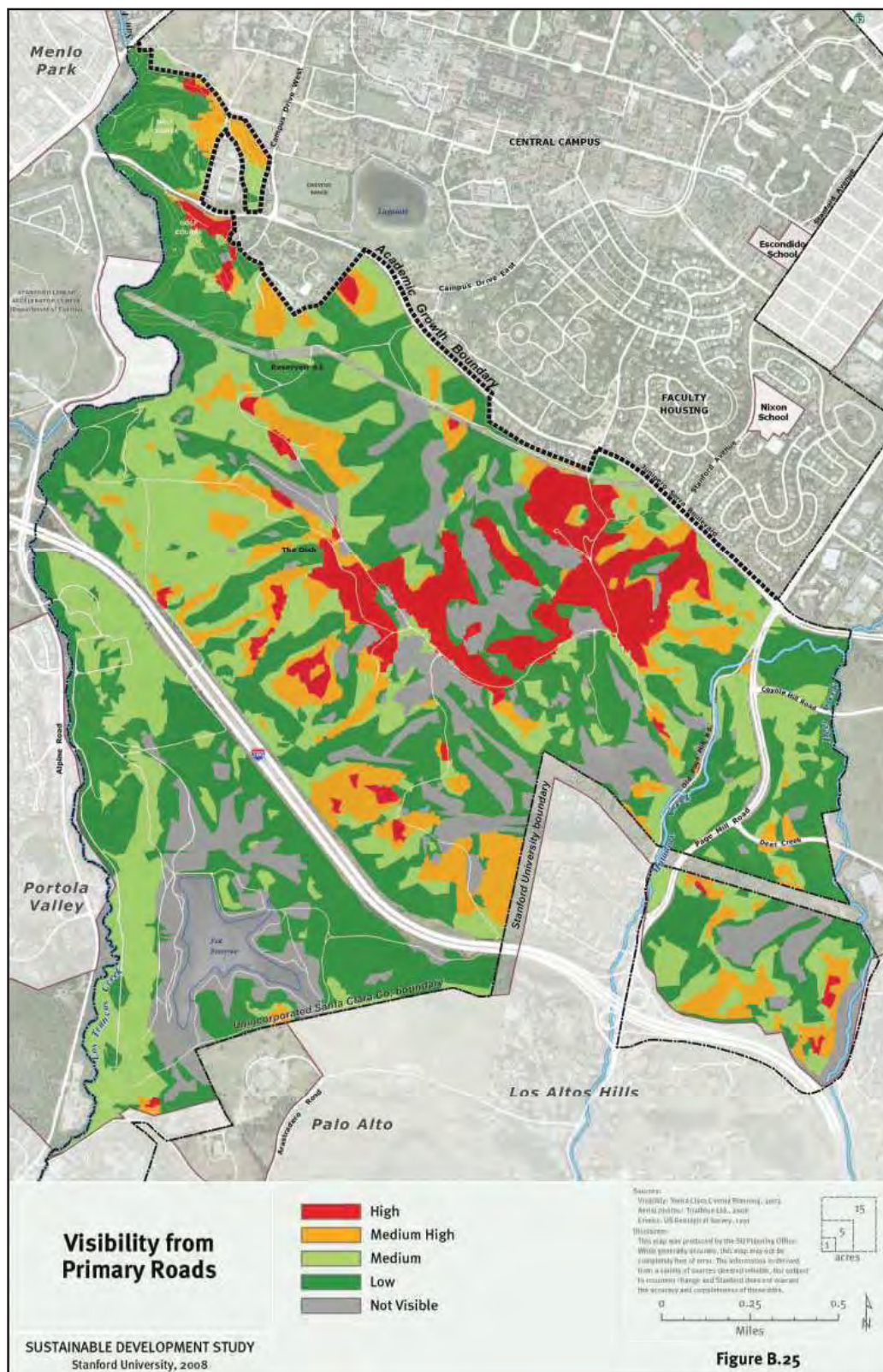
STEP 2
Define classes
and assign
sensitivity
values (sv)



STEP 3
Perform
overlay
model

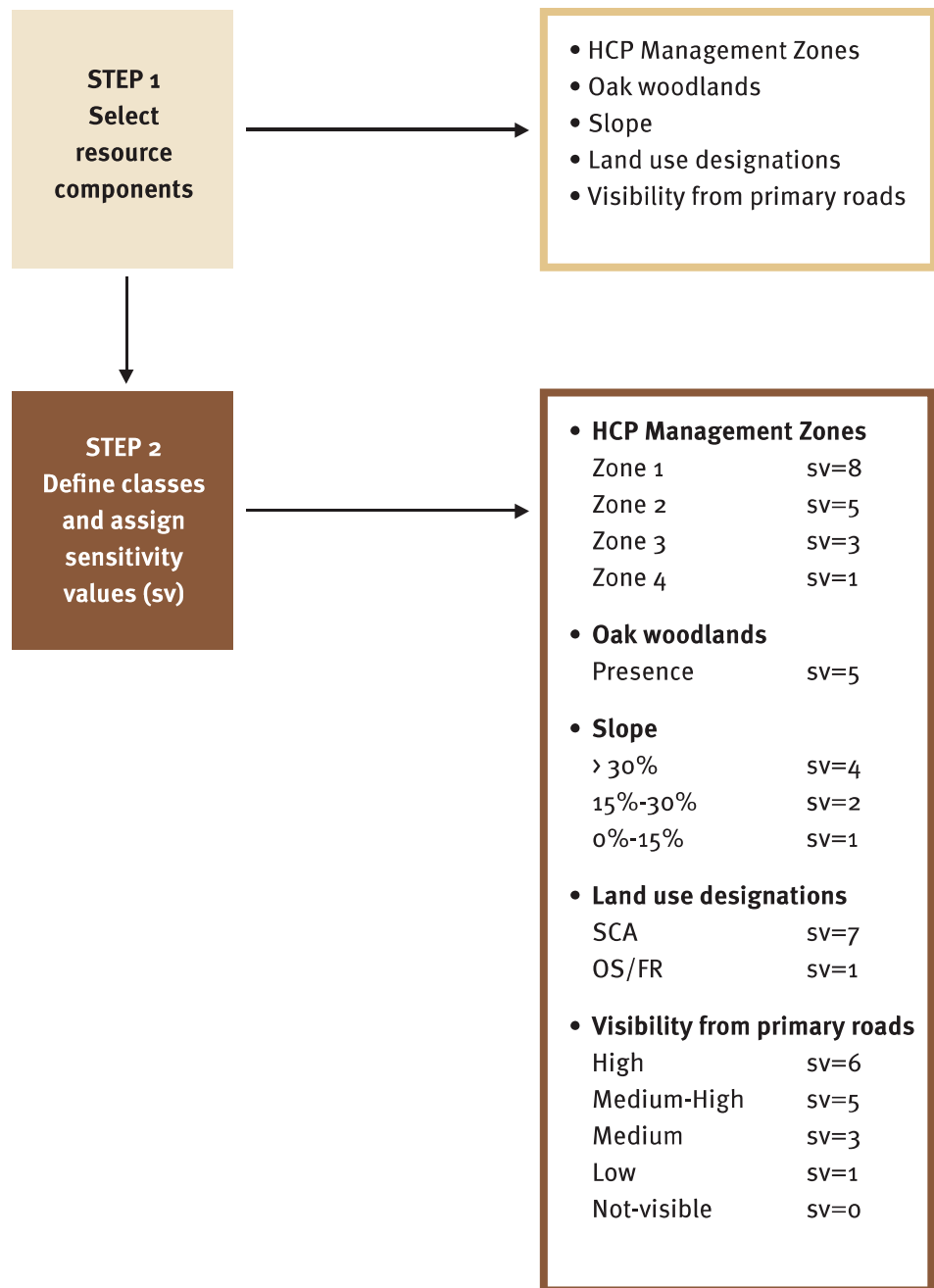


STEP 4
Define
sensitivity
categories



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Step 2 - Classes and sensitivity values: ranking system



RANKING SYSTEM

The following criteria were used to establish the ranking system:

- When possible, classify each resource component into classes that are relevant for the study purpose.¹⁶
- Establish the relative importance of the classes. For example, in mapping HCP Management Zones, Zone 1 is more important than Zone 4 because Zone 1 contains higher value habitat for the covered species. Similarly, in mapping oak woodlands, areas containing existing woodlands have higher value than areas that do not contain these characteristics.
- Assign to each class a numeric value to be entered in the overlay process.
- Keep it as simple and neutral as possible.

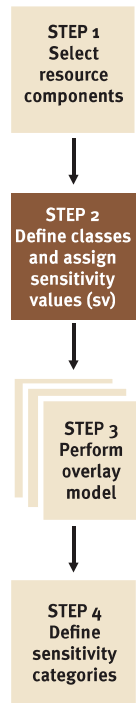
Following these criteria, all of the above resource components were categorized into a common set of descriptive classes. For example, the slope was categorized into three planning categories; 0-15%, 15-30%, >30%.

A numerical value from 0 (when a condition may not be present) to 8 (representing the most sensitive natural resource) was assigned to each class to reflect its relevance to land sensitivity.

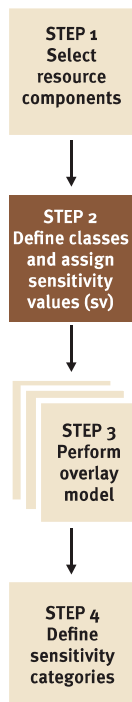
The relative importance of the classes in respect to land sensitivity was assigned based on professional judgment, giving the highest sensitivity values to the most sensitive areas with respect to the conservation of natural resources. For example a value of 8 was given to the HCP Management Zone 1, which represents the areas that support one or more of the Covered Species in the HCP or provides critical resources for them.

Each component is broken into several classes to allow relative ranking of sensitivity within the component. Geographic Information System mapping is used to assign a sensitivity value to each cell that represents a 5' x 5' area of land. For example, a thematic map depicting oak woodlands would include cells with a higher value assigned to them in locations where woodlands are present and cells with a zero value assigned to them in locations where woodlands are absent.

The numerical values of all the classes were added in each cell to produce the total score of land sensitivity per cell. This simple weighting scheme was utilized to prioritize the resource components or environmental factors in a way that clearly shows relative importance with respect to the other factors.



¹⁶ Usually data are already classified and it is not possible to re-classify them for a different purpose (e.g., the HCP Habitat Management Zones are already mapped and the categories remain as defined in the draft Stanford HCP study. On the other hand, the slope is derived from the topographic data and can be classified in categories 3 or 5 depending on their application).

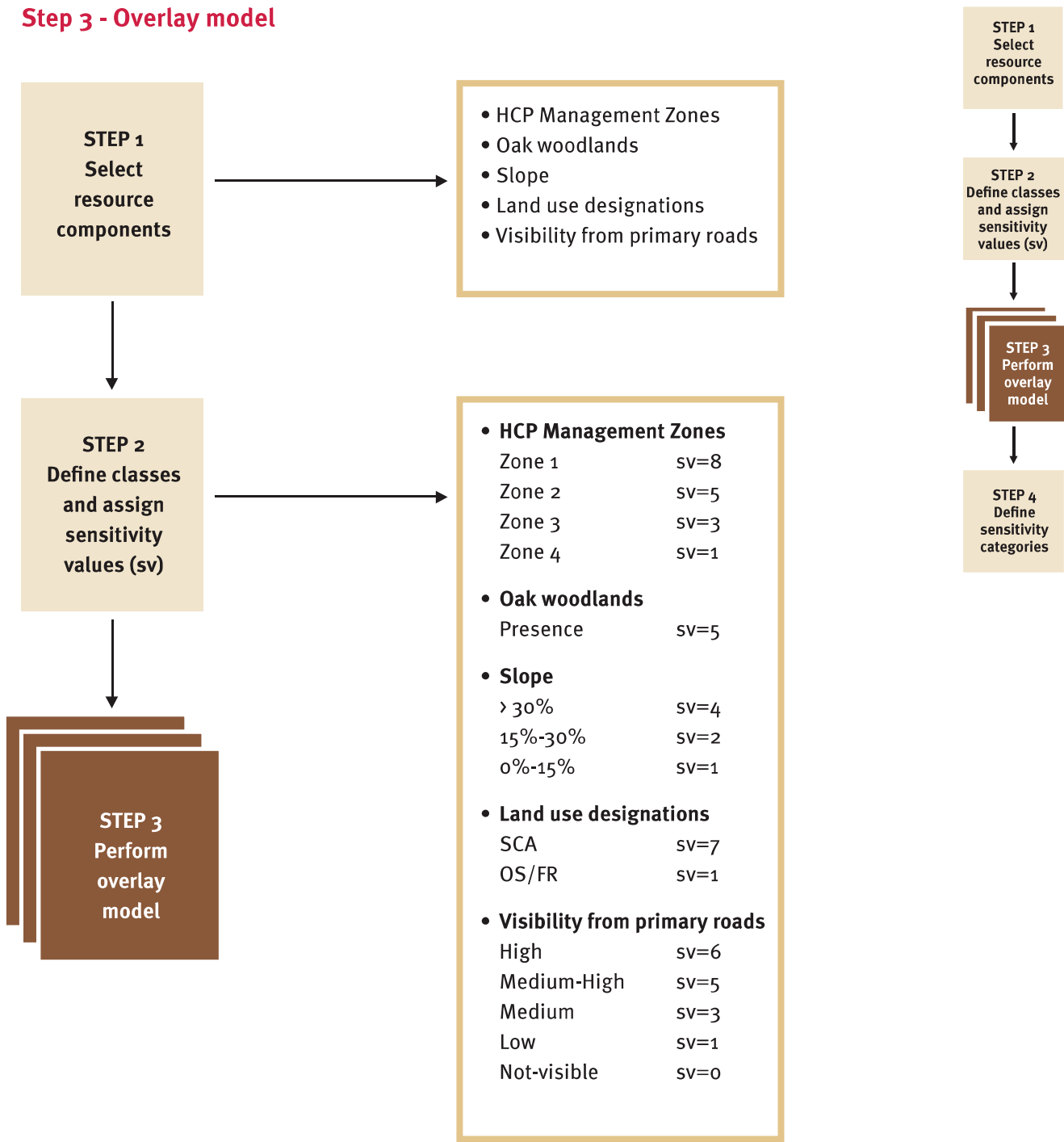


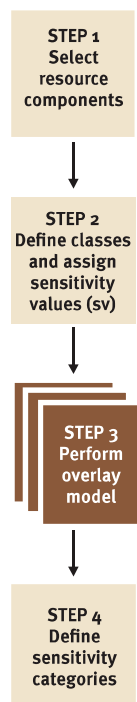
It should be noted that while this analysis assigns values to existing resources in the Protections Areas, the University did not include the Protection Areas in the final sensitivity gradient categories. Instead, these areas were included in the final land sensitivity composite map as areas that are off-limits to development. A complete description of these values is presented in Table A.1.

Table A.1 Land Sensitivity Analysis: ranking system

Environmental Factor		Ranking value									
Theme	Class	0	1	2	3	4	5	6	7	8	
HCP Management Zones	1									•	
	2						•				
	3				•						
	4		•								
Oak Woodlands	YES (present)						•				
	NO	•									
Slope (%)	>30					•					
	15-30			•							
	0-15		•								
Land use Designation	SCA								•		
	OS/FR		•								
Visibility from Primary Roads	High							•			
	Medium-high						•				
	Medium				•						
	Low		•								
	Non-visible	•									

Step 3 - Overlay model





Step 3 - Perform overlay model

The individual thematic maps for each component were then combined to create one map, by adding together the sensitivity values assigned to each cell on the component maps thus creating a single sensitivity value for each 5' x 5' cell. It should be noted that this overlay method will purposely heighten certain sensitivities. For example, a cell that represents land that is located both within HCP Zone 1 habitat and within the Special Conservation Areas land use designation would receive a higher combined score than a cell that represents land that is located both within HCP Zone 1 habitat and within the OS/FR land use designation. This difference in combined value reflects that, in addition to being sensitive species habitat, there would also be the greater regulatory restrictions that would apply to a proposal to develop Special Conservation Areas land, as compared to OS/FR land.

PROJECTION

All of the data used in this study are projected in State Plane California Zone III (NAD 1983). This is a very common projection used in land analysis and the one currently used by the County of Santa Clara for spatial data.

CELL SIZE

In this study, the cell size is 5'x 5' cell. There are approximately 3.9 million cells in the 2,255 acres being analyzed. This cell size was chosen because it represents a reasonably small amount of land that could be disturbed, for example, by an antenna base. (Figure B.26).¹⁷

SOFTWARE

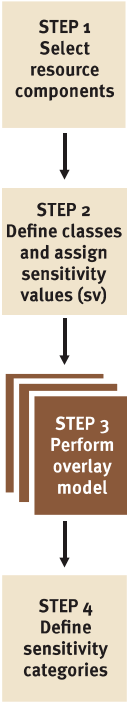
A computer-based GIS model was designed to contain digital data about the Foothills, perform analyses, and produce maps and tabular information. The GIS program used to perform these analyses is ArcMap 9.2 produced by the Environmental Systems Research Institute (ESRI).¹⁸ Some of the spatial operations performed in this analysis included deriving slope from topography, intersecting thematic spatial features, and reclassifying and aggregating classes.

¹⁷ *The power of today's computers makes analysis at this resolution practical.*

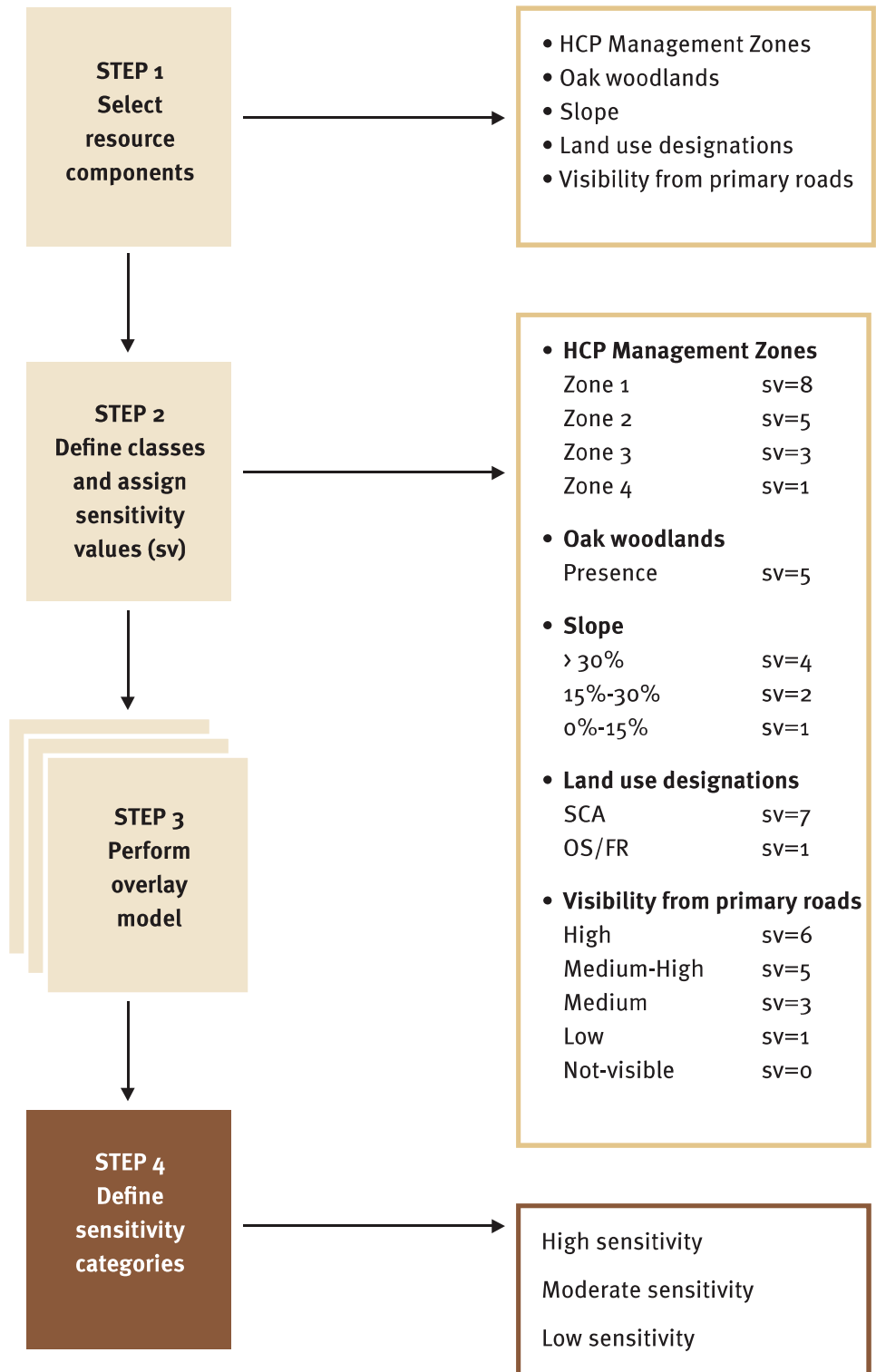
¹⁸ *ESRI of Redlands, California, provides the GIS software used for spatial analysis in both application and research of land management and marine environments www.esri.com.*



Figure B.26 Example of cell size



Step 4 – Define sensitivity categories



The following criteria were used to define the sensitivity categories:

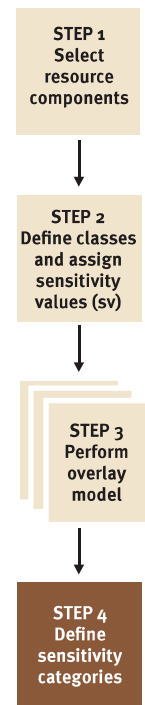
- Use a logical number of categories to divide the results of the analysis
- Break the classes into sensitivity characteristics

Overlaying the various values for the five resource components forms 240 possible combinations. To provide a useful tool, three categories were established to provide relative sensitivities.

The sum of each combination ranges from a score of 3 to 30 per cell. The final sum for each cell, obtained by the overlay process, was used to place the cell into one of the following sensitivity categories: LOW, MODERATE, and HIGH.¹⁹ Analysis of the data showed a relevant change in the sensitivity characteristic between the category values of 7-9 and between the category values of 12-14. Based on these groupings, the following categories were established:

CATEGORY	LOW SENSITIVITY	MODERATE SENSITIVITY	HIGH SENSITIVITY
VALUE RANGE	3-7	8-12	13-30

- The high sensitivity category contains cells with sum values of 13-30. With only a few exceptions, a sum of 13 or higher requires that at least two of the five factors are assigned the maximum class value, e.g., an HCP Management Zone with sensitivity value of 8 and a slope value of 4.
- The moderate sensitivity category contains cells with sum values of 8-12. The cells in this category represent a varied combination of environmental conditions. Some have the maximum class value in one factor and low class values in the others, while other cells have mid-range values in all the classes.
- The low sensitivity category contains cells with sum values of 3-7. Inclusion in this category indicates that none of the environmental factors is assigned the maximum class value, with a few exceptions. The low sensitivity area includes HCP zones with sensitivity values of 3 or 1, have an OS/FR land use designation, and are not highly rated visually.



¹⁹ For overlay analysis, when numeric scores are applied, three categories are usually appropriate to represent the analysis.

LAND SENSITIVITY COMPOSITE RESULTS

This study identifies and ranks the land sensitivity in the Foothills using parametric values for several environmental factors. The results of the analysis of Protection Area and composite of land sensitivity categories are shown in Table B.2 and B.3 and Figure B.27. The composite map of the Protection Areas and land sensitivity components resulting from the spatial overlay of environmental factors is presented in Figure B.28.

Table B.2 Protection Areas

TYPE	TIME	LOCATION	AREA (ACRES)	FOOTHILLS PERCENTAGE
Conservation easement	Permanent protection	Los Trancos/San Francisquito creeks; Matadero/Deer creeks	140	6%
Conservation reserve (50 years)	Long-term protection	California tiger salamander habitat	315	14%
	Total²⁰		455	20%

Table B.3 Land sensitivity areas – Areas of Potential Development

CATEGORY	AREA (ACRES)	FOOTHILLS PERCENTAGE
High sensitivity	575	26%
Moderate sensitivity	760	34%
Low sensitivity	420	19%
Total²⁰	1,755	79%

²⁰ Of the 2,210 acres of land analyzed, Felt Lake, approximately 30 acres and Hetch Hetchy Aqueduct, approximately 10 acres are not included in the analysis.

- The most critical areas for the conservation of natural resources (Protection Areas) cover approximately 455 acres, about 20 percent of the Foothills. Under the Stanford HCP, development of this area will be restricted either permanently (6 percent) or for the 50-year life of the Stanford HCP (14 percent).

Approximately 26 percent of the land is ranked High sensitivity. The highly sensitive areas typically represent high values in at least two of the resources components such as HCP Management Zone 1 and presence of oak woodland. Examples of environmental factors combined in this category are:

High Sensitivity

HCP-Zone 1(8)	Oak w. (5)	Slope 0-15% (1)	SCA (7)	Visibility high (6)	Total= 27
HCP-Zone 1(8)	Oak w. (5)	Slope >30% (4)	OS/FR (1)	Visibility med-high (5)	Total= 23
HCP-Zone 1(8)	No oak (0)	Slope 0-15%(1)	SCA (7)	Visibility medium (3)	Total= 19

The Moderate sensitivity area covers approximately 34 percent of the land and it represents a varied combination of environmental conditions, frequently having one resource component with the highest rank. Examples of environmental factors combined in this category are:

Moderate Sensitivity

HCP-Zone 4 (1)	Oak w. (5)	Slope 15-30% (2)	OS/FR (1)	Visibility low (1)	Total= 10
HCP-Zone 2 (5)	No oak (0)	Slope 15-30% (2)	OS/FR (1)	Visibility medium (3)	Total= 11
HCP-Zone 3 (3)	No oak (0)	Slope 15-30% (2)	SCA (7)	Not Visible (0)	Total= 12

Approximately 19 percent of the Foothills land is ranked Low sensitivity. These areas have low values of habitat, usually HCP Zone 3 or 4, no oak woodlands and no steep slopes. Examples of environmental factors combined in this category are:

Low Sensitivity

HCP-Zone 4 (1)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Visibility low (1)	Total= 4
HCP-Zone 3 (3)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Not visible (0)	Total= 5
HCP-Zone 3 (3)	No oak (0)	Slope 0-15% (1)	OS/FR (1)	Visibility low (1)	Total= 6

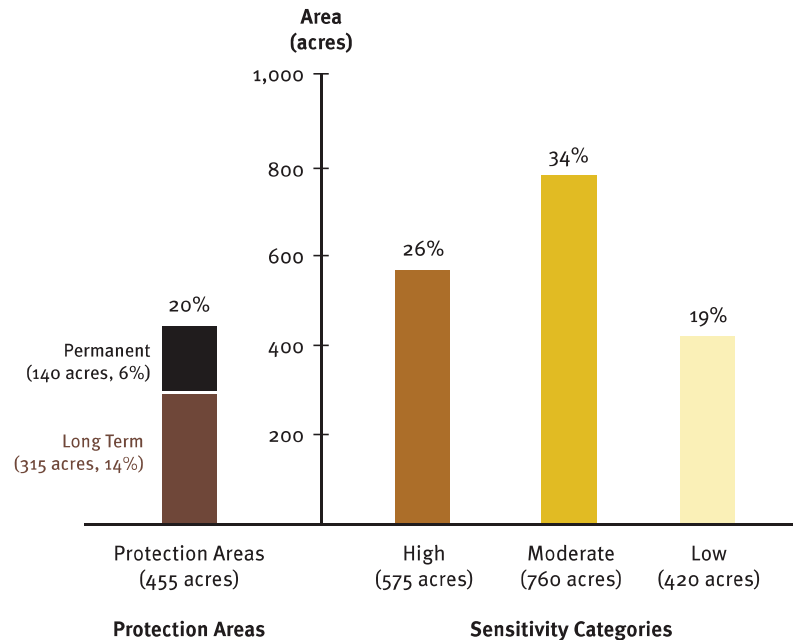


Figure A.27 Protection Areas and Land Sensitivity Summary Chart ²¹

With the exception of the High sensitivity areas located in the riparian corridors, the spatial distribution of these categories shows the following regions of predominant land sensitivity (Figure B.28):

High land sensitivity in the areas located:

- Between Junipero Serra Blvd. and the Dish's ridgeline²²
- Between Junipero Serra Blvd. and Coyote Hill Road
- Between Deer Creek Road and I-280

Moderate land sensitivity in the areas located:

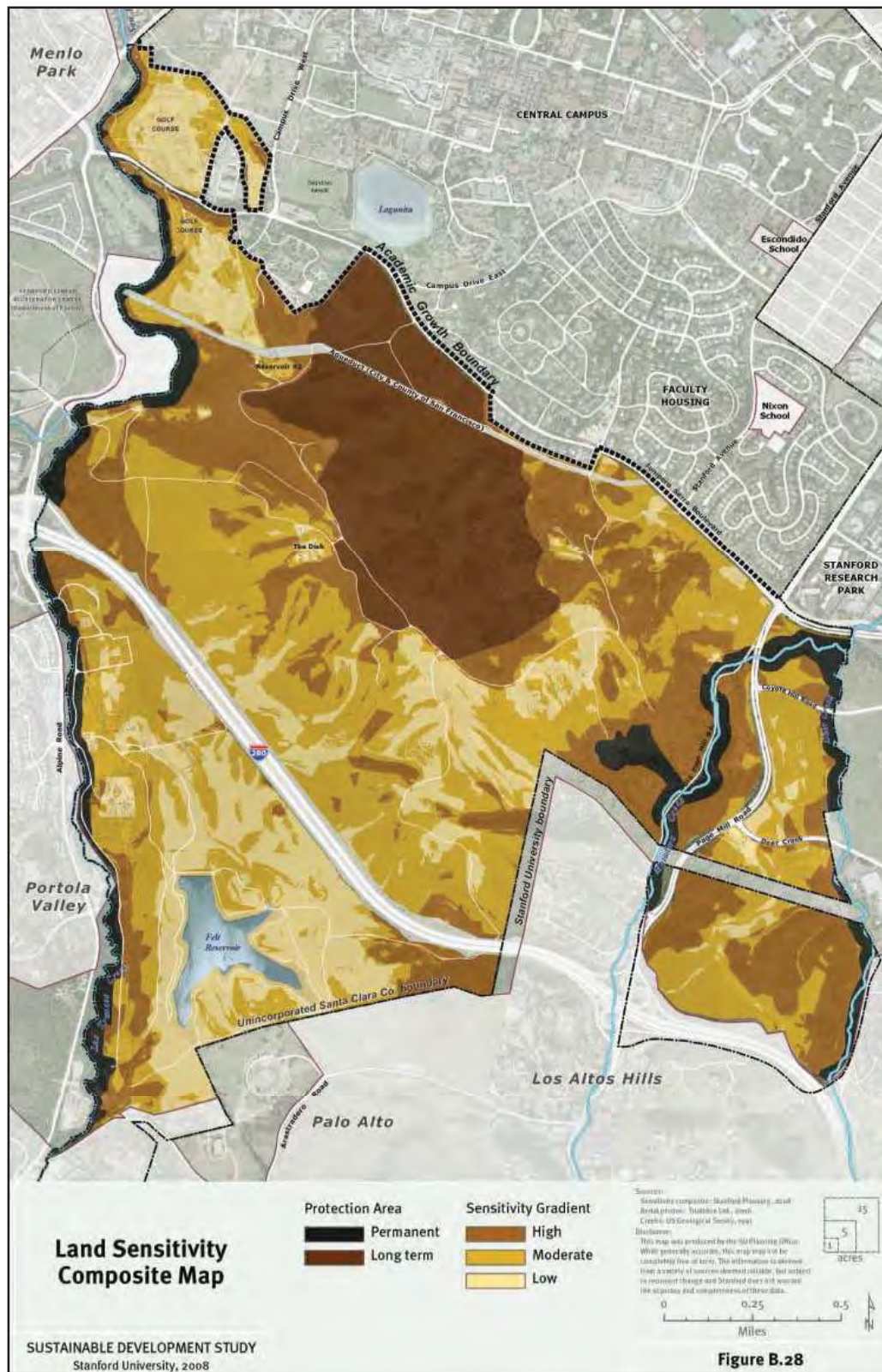
- Between the Dish area's ridgeline and I-280
- Between Coyote Hill Road and Deer Creek Road

Low land sensitivity in the areas located:

- South of I-280
- Between the Academic Growth Boundary and northwest of Hetch Hetchy Aqueduct (current golf course area only)

²¹ Felt Lake, approximately 30 acres, and Hetch Hetchy Aqueduct, approximately 10 acres, are not included in the analysis. These areas add to a total of 2,255 acres.

²² With the exception of the golf course area



The result of this analysis can be used in aggregated form as presented in Figure B.28 to inform broader, planning- level decisions about the use of Foothills lands, such as identifying areas that might be suitable for uses that require a remote setting but that should not be located near sensitive environmental resources. For example, agricultural land uses generally do not need to be located in High sensitivity areas.

It is also possible to use this analysis to identify each of the sensitivities and values assigned to each specific 5'x 5' cell. This finer level of detail could be used when siting an individual structure, such as a research field station or an antenna. These types of uses might need to be located in areas with high or moderate sensitivities, but the analysis can be used to identify specific sites that are designed to avoid environmental harm. Therefore, the information produced by this analysis may be used by both County of Santa Clara and Stanford University planners when factoring resource conservation into the initial decision-making processes.

The Sensitivity Analysis initially will be used by Stanford University to determine whether a development project should be proposed in the Foothills and, if so, where the development project could be sited to avoid or minimize effects on sensitive resources. the University would then submit the proposal to the County of Santa Clara for its review, as occurs for all development proposed under the GUP. For projects proposed in the Foothills, the County of Santa Clara would determine whether the proposed use was consistent with the 2000 GUP limitations and the applicable zoning. The County of Santa Clara also would undertake the visual analysis specified in the OS/F zoning and determine whether the environmental impacts of the project have been addressed in the GUP EIR. This determination would take into account project-specific visual analyses, as well as the specific characteristics of the proposed development project and its setting. The County of Santa Clara would have the information in the Sensitivity Analysis to assist in its review, but the County of Santa Clara would also conduct further site-specific investigation to the extent it determines such investigation is needed.

Generally, the County of Santa Clara review would be conducted through the Architectural and Site Approval Committee process. If an initiative were to require an amendment to the GUP or a change in County of Santa Clara land use regulation or policy, action would be required by the County of Santa Clara Planning Commission and/or Board of Supervisors.

The Sensitivity Analysis is only one step in an internal university review and approval process. Before planners begin to evaluate sites, academic officers (president, provost, and deans) must approve any initiative as essential to the academic mission and functioning of the University (Figure B.29). All projects and changes in land use must be approved by the Stanford University Board of Trustees. After a potential site is identified through the Sensitivity Analysis, other operational and programmatic factors are evaluated. Factors evaluated would include but not be limited to infrastructure needs and availability, traffic and access, proximity, and affinity to other programs and facilities. A hypothetical case study, applying the Sensitivity Analysis, follows.

Hypothetical Case Study

INTRODUCTION

A case study has been developed for inclusion in this appendix to describe the planning and approval process for facilities that would be located in the Foothills. This case study involves a future hypothetical academic facility.

For this case study, it is assumed that the academic officers have reviewed the program request and decided that the proposed program is consistent with academic priorities. At that point, Stanford University planners would normally identify appropriate alternative sites after considering all 8,000 acres of Stanford lands. However, in order to demonstrate how the Sensitivity Analysis for unincorporated County of Santa Clara would be used, alternative sites for this facility have been identified only in the Foothills.

The case study concludes with site-specific information for three alternative sites. Were this an actual project, the next planning steps would involve selection of a preferred site, development of plans specific to the site, and development of resource protection measures. Following internal university approval, the proposed project would be submitted to the County of Santa Clara for processing and consideration. The County of Santa Clara would either approve the project with conditions or deny it (Figure B.29).

PROGRAM REQUIREMENTS

The Center for Environmental Product and Field Testing (CEPFT) is a hypothetical program initiative providing a research and development facility, and a site to test products and innovations in the field of energy, water, and food management. Internationally solicited program initiatives would be received by the CEPFT, with priority given to projects that work toward products aimed to manage and reduce the decline of natural resources.

Facility description: Laboratory and support facilities to test products or programs

- A 5,000 - gsf building, partially below- grade, built to high-performance standards for resource conservation and management (e.g., construction of building-contained water management program or on-site waste management program and self-contained energy recycling).
- A portion of the facility would need to include a laboratory with near vibration-free conditions, as well as a total dark facility, a plant growth facility, a set of product design stations, and a product development prototype shop.
- Testing of products could generate noise, use air space above the project site, and/or contain some “high security” aspects, limiting access to and from public corridors.

Site: 10 acres for field research uses and testing area

- Programs may need access to varied terrain (e.g., robotic transfer pods or dry food production on steep slopes for projects associated with plant research in micro-climatic and localized growth habits).

Hypothetical Case Study

SITE CONSIDERATIONS

Based on the program requirements there are three key site considerations required to sustain this program:

1. Sound mitigation

As the testing would generate noise, the site should be located at an appropriate distance from the surrounding communities to avoid this impact. Locating the facility at a minimum distance of 1,000 feet, from potential adjacent communities would assure that the communities would not have a sound impact in average weather pattern. Sound levels would be 50 decibels at this distance. The following communities are included in the analysis:

- Cities: Los Altos Hills, Portola Valley, Menlo Park
- Stanford Districts: West Campus, Lagunita, San Juan, Lathrop
- Stanford Research Park

2. Vibration control

As the testing needs to be free of external vibration, the site would avoid any unstable slope areas and be located not closer than 300 feet from the highways and major roads to avoid potential vibration produced by large trucks. The following roads are included in the analysis:

- I-280
- Page Mill Road
- Deer Creek Road
- Coyote Hill Road
- Sand Hill Road
- Alpine Road
- Arastradero Road
- Junipero Serra Boulevard

3. Varied terrain

As the experiments could require different terrain, the field area will have a combination of slope ranges.

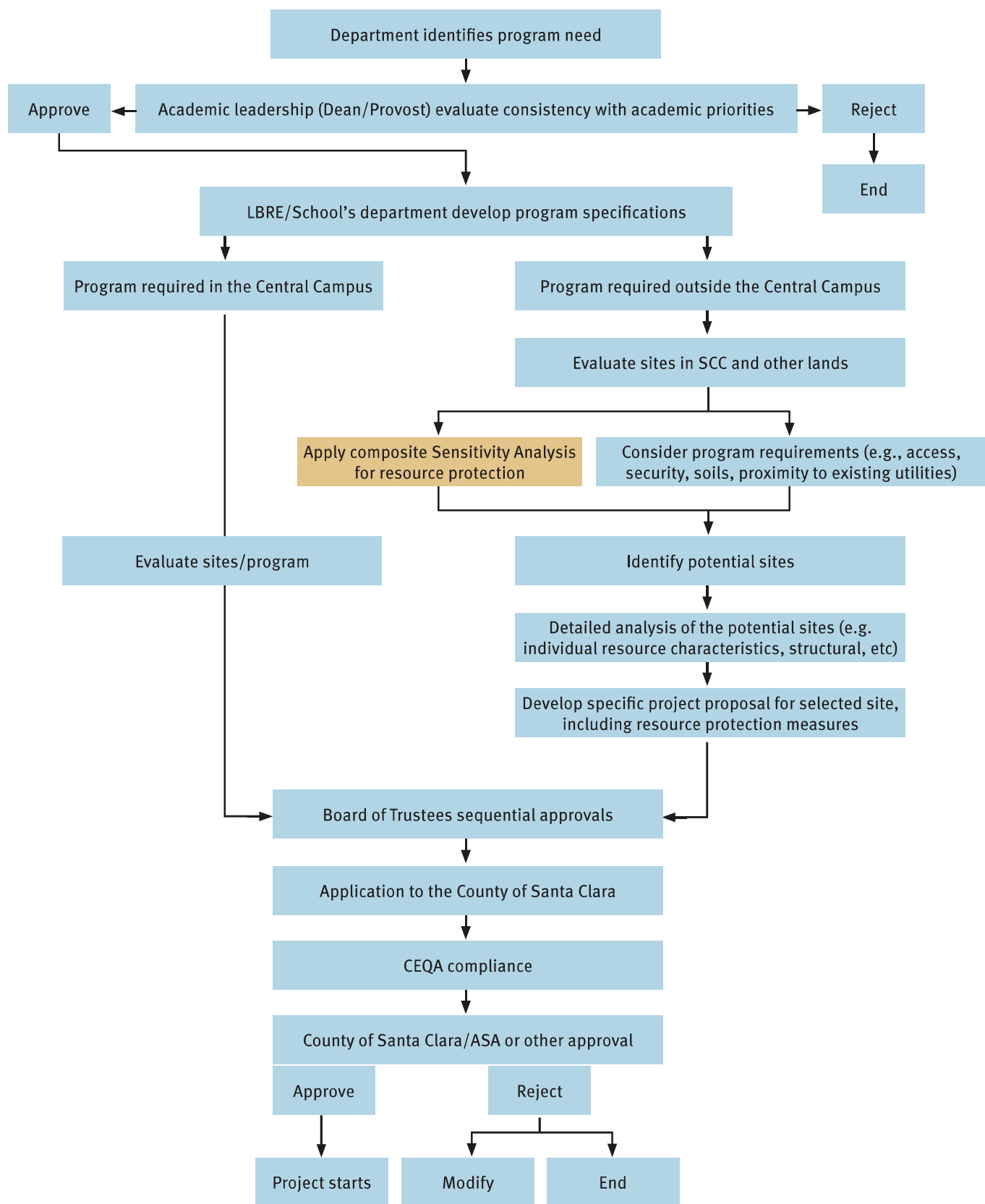


Figure B.29 Planning process for siting academic facilities

Hypothetical Case Study

POTENTIAL SITES

The potential sites are selected by considering the following:

- Foothills planning principles
- Land sensitivity composite map for resource protection
- Program requirements

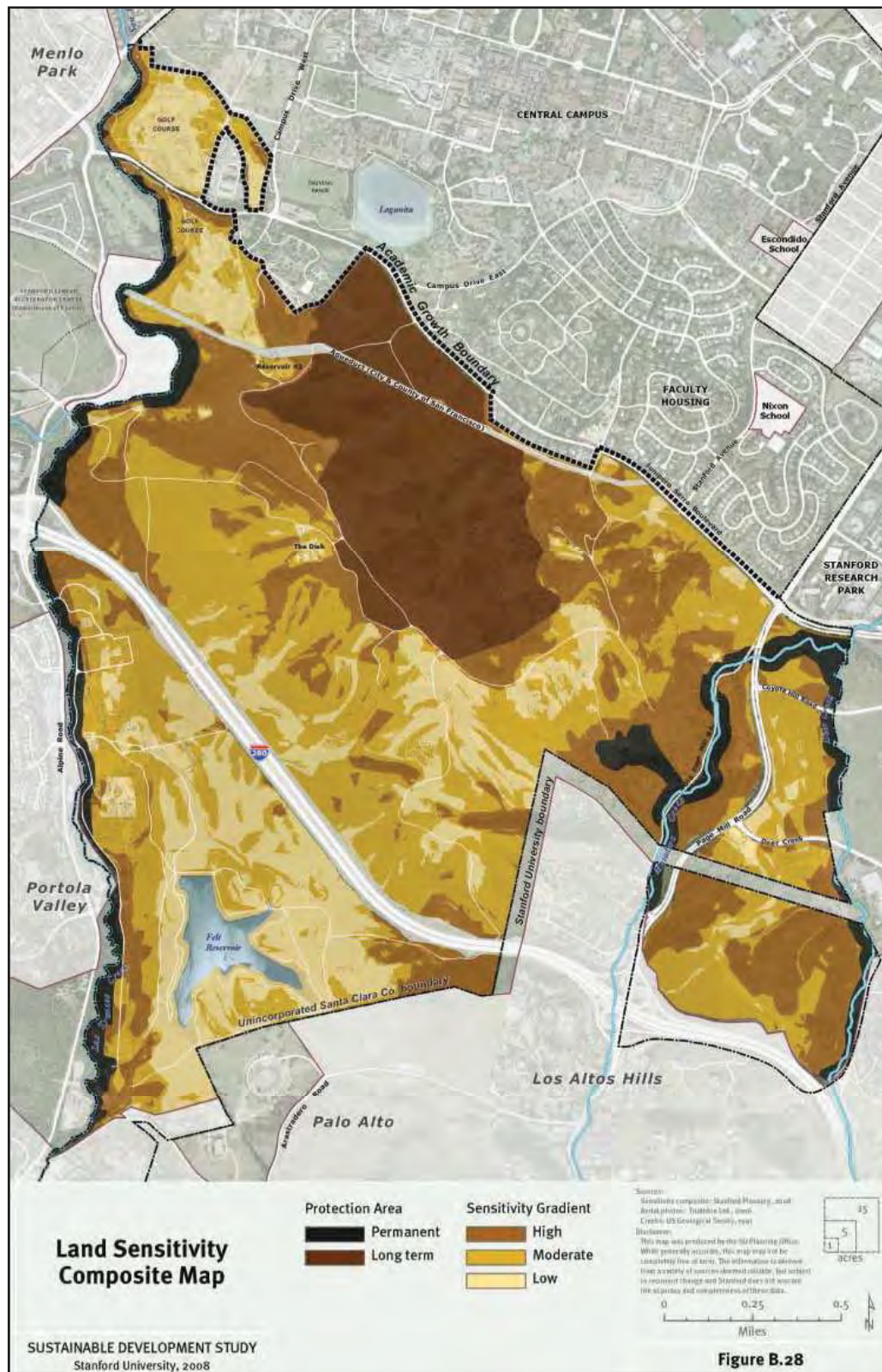
FOOTHILLS PRINCIPLES

- Protect and enhance natural resources
- Avoid development in high sensitive areas unless a specialized program use has unique siting requirements
- Maintain flexibility to accommodate current and future University needs

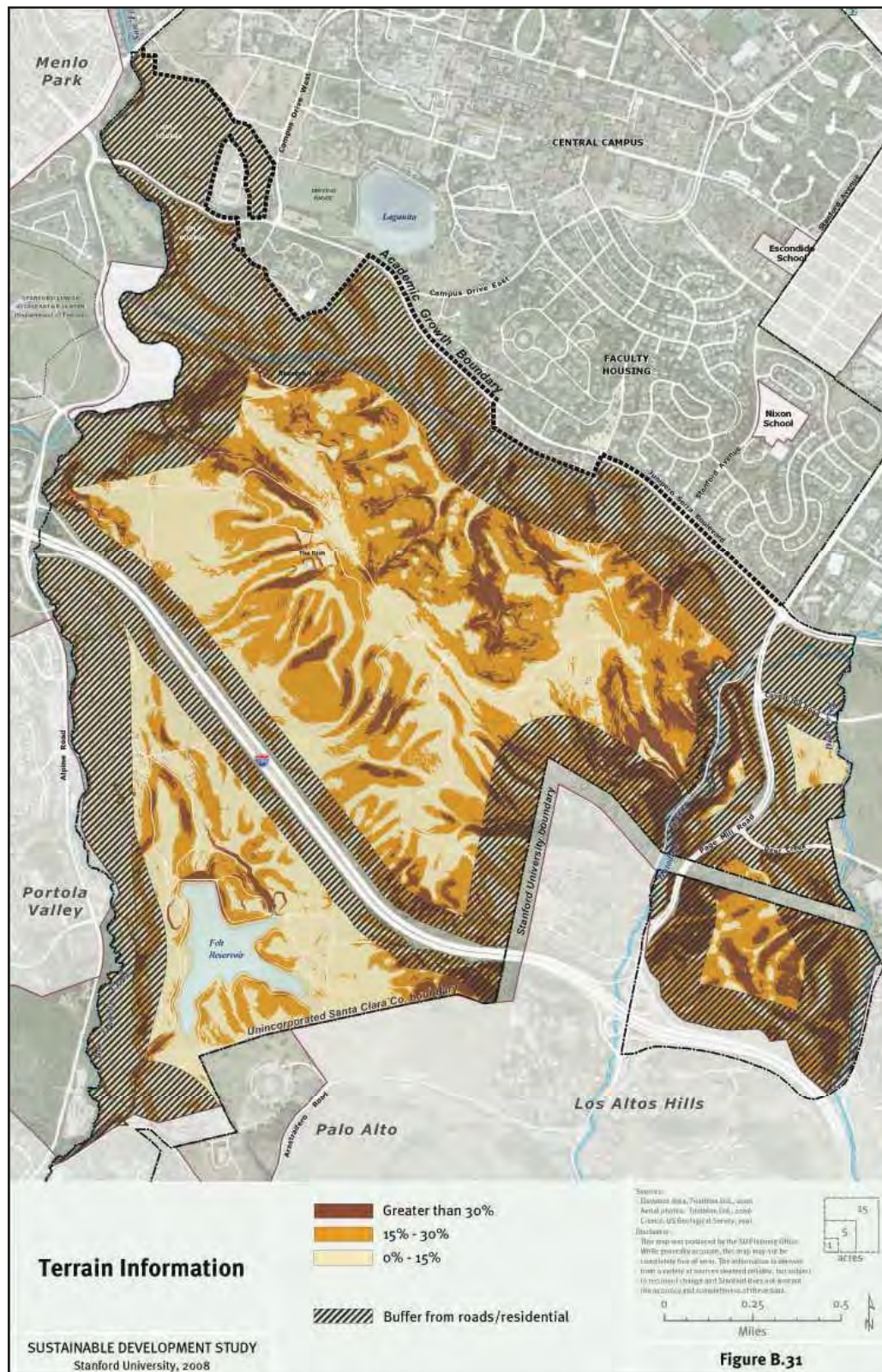
LAND SENSITIVITY COMPOSITE MAP

This composite Sensitivity Analysis uses the analysis previously described in this appendix (Figure B.28).

Hypothetical Case Study



Hypothetical Case Study



Hypothetical Case Study

The next step is to identify several potential locations that would fulfill the program requirements (i.e., 10 acres in a varied terrain, without external vibration), while also resulting in relatively low impacts to the land resources and to the surrounding community. For this case study, three locations have been sited in areas that have mostly moderate and low sensitivity characteristics (Figure B.32).

Each circle represents approximately 15 acres of land, within which 10 acres for the project could be located.



Table B.4 Existing conditions of potential sites

SITE LOCATION	SPECIFIC SENSITIVITY EVALUATION	
SITE A	Protection Areas	Site is not located in the Protection Areas.
	HCP Management Zones	Site is mostly in HCP Zone 3.
	Oak Woodlands	There is a very small patch of oak woodland at the edge.
	Slope	Wide range of terrain (From 0 to >30% slopes)
	Land use Designation	Current zoning is Open Space/Field Research
	Visibility from Primary Roads	Site located on mostly Not visible and Low visibility areas with minimum representation of “Medium” and “Medium-High” categories
SITE B	Protection Areas	Site is not located in the Protection Areas.
	HCP Management Zones	Site is mostly in HCP Zone 2.
	Oak Woodlands	There is a very small patch of oak woodland at the edge.
	Slope	Wide range of terrain (From 0 to >30% slopes)
	Land use Designation	Current zoning is Open Space/Field Research
	Visibility from Primary Roads	Site located on Low visibility, Medium and Medium-High” categories

Hypothetical Case Study

SITE LOCATION	SPECIFIC SENSITIVITY EVALUATION	
SITE C	Protection Areas	Site is not located in the Protection Areas.
	HCP Management Zones	Site is mostly in HCP Zone 3 (Zone 2 present).
	Oak Woodlands	No presence of oak woodland
	Slope	Wide range of terrain (From 0 to >30% slopes)
	Land use Designation	Current zoning is Open Space/Field Research
	Visibility from Primary Roads	Site located mostly on Low visibility areas with minimum representation of Medium and Not visible categories

The following pages present the six themes considered in the analysis with the location of the potential sites (Figures B.33 to B.38).

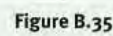
As the introduction and flow chart (Figure B.29) describe, planners would conduct additional operational and programmatic analysis to identify a single preferred site. Plans for the development of facilities and the site would be prepared along with measures to reduce any adverse effects of the development. A proposal would be carried forward for approval by the University, further assessment, evaluation, consideration, and possible approval by the County of Santa Clara.

Hypothetical Case Study

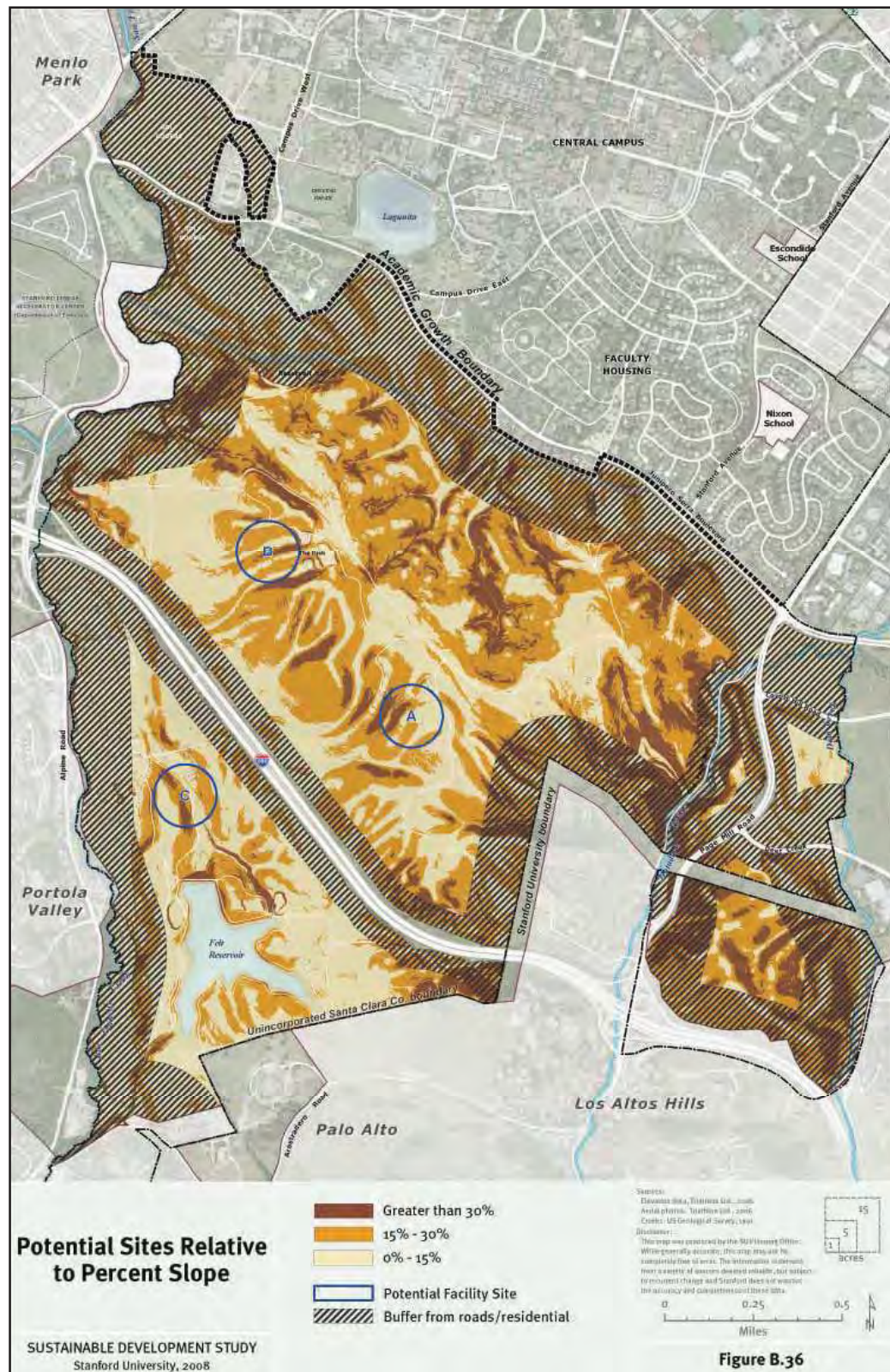


Hypothetical Case Study

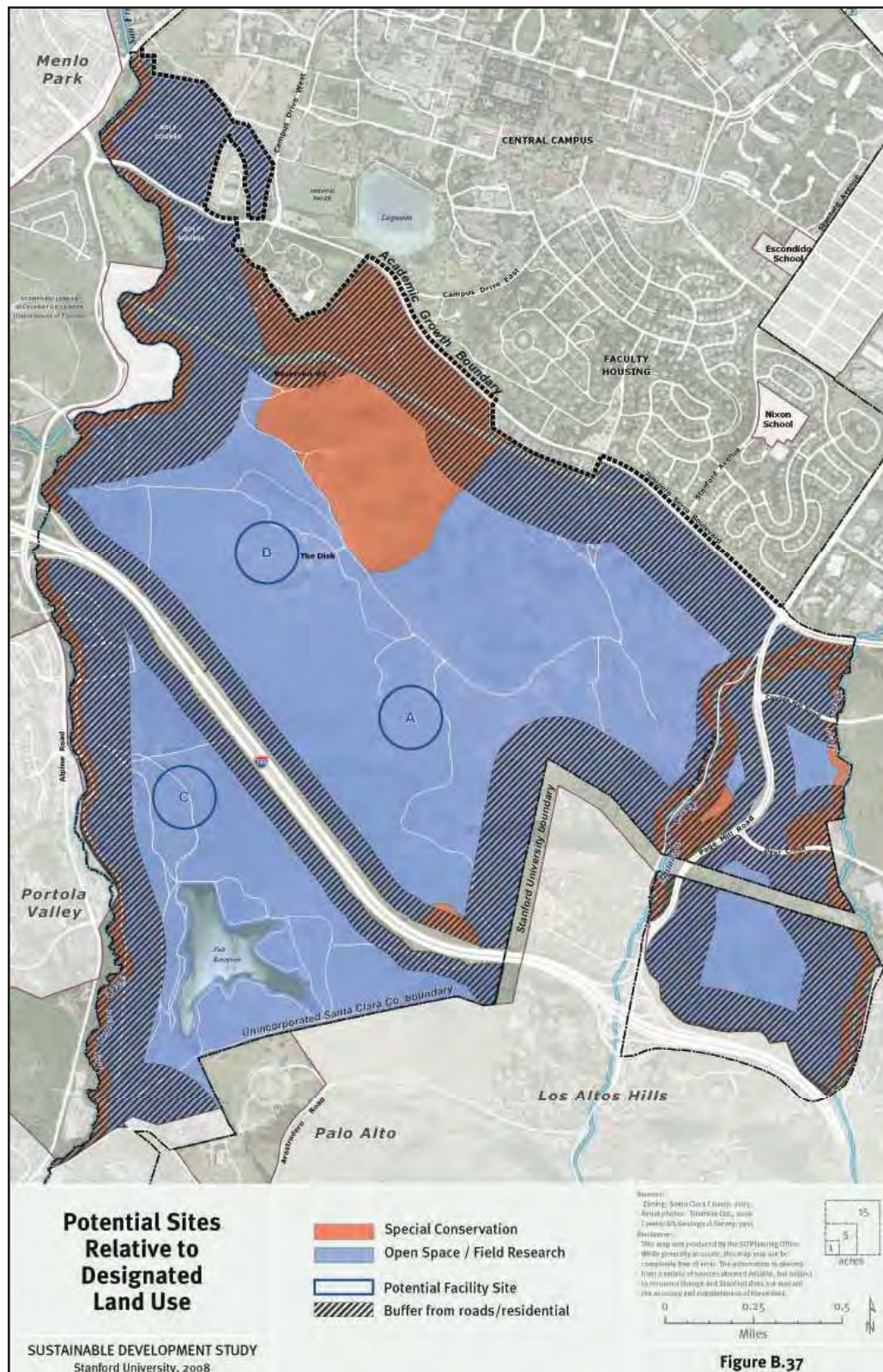




Hypothetical Case Study



Hypothetical Case Study



Hypothetical Case Study





SUSTAINABLE DEVELOPMENT STUDY APPENDIX C: SUSTAINABILITY PROGRAM AWARDS AND ACCOMPLISHMENTS



Appendix C: Sustainability Programs Awards and Accomplishments

Overall College Sustainability Leader

Stanford has scored in the top tier of the most recognized nationwide study of sustainability practices on college campuses. Only 15 of the 300 colleges and universities studied including Stanford earned the title “overall college sustainability leader” in the 2009 College Sustainability Report Card. The report is released annually by the Sustainable Endowments Institute in Cambridge, Mass., and is a special project of Rockefeller Philanthropy Advisors.

TRANSPORTATION

- Best Workplaces for Commuters, U.S. Environmental Protection Agency (EPA)/Center for Urban Transportation Research at the University of Florida (2002–07)
- Green Business Award for the Stanford Fleet Garage from the County of Santa Clara for dedication and commitment to environmentally responsible operations (2004-07)
- Association for Commuter Transportation Leadership Award for non-elected individual or private organization (2006)
- Best of Universities and Colleges and Gold Prize for Transportation Coordinator, EPA/ Department of Transportation Best Workplaces for Commuters’ Race to Excellence (2006)
- “Top 50” Award for Regional Transportation Initiative employer, Bay Area Council (2004)
- Business Environmental Award, Commute and Transportation category, Acterra (2004)
- Clean Air Award, American Lung Association of the Bay Area (2003)
- Bicycle Friendly Community Recognition, League of American Bicyclists (2003)

GREEN BUILDING

- Best Green Building in the Bay Area, San Francisco Business Times, March 2008 (Y2E2)
- “A” for Green Building, Sustainable Endowments Institute College Sustainability Report Card (2007 and 2008)
- Top 10 Green Projects, American Institute of Architects Committee on the Environment (Jasper Ridge, 2005)
- Energy and Sustainability Award, American Institute of Architects, San Francisco Chapter (Jasper Ridge, 2005)

ENERGY

- Stauffer Chemistry HVAC Retrofit project earned a \$180,000 rebate from PG&E (2007)
- Climate Action Leader (2006)
- Honorable Mention, Flex Your Power awards (2005)
- Reservoir 2 photovoltaic project earned a \$135,000 rebate from PG&E (2004)

WASTE

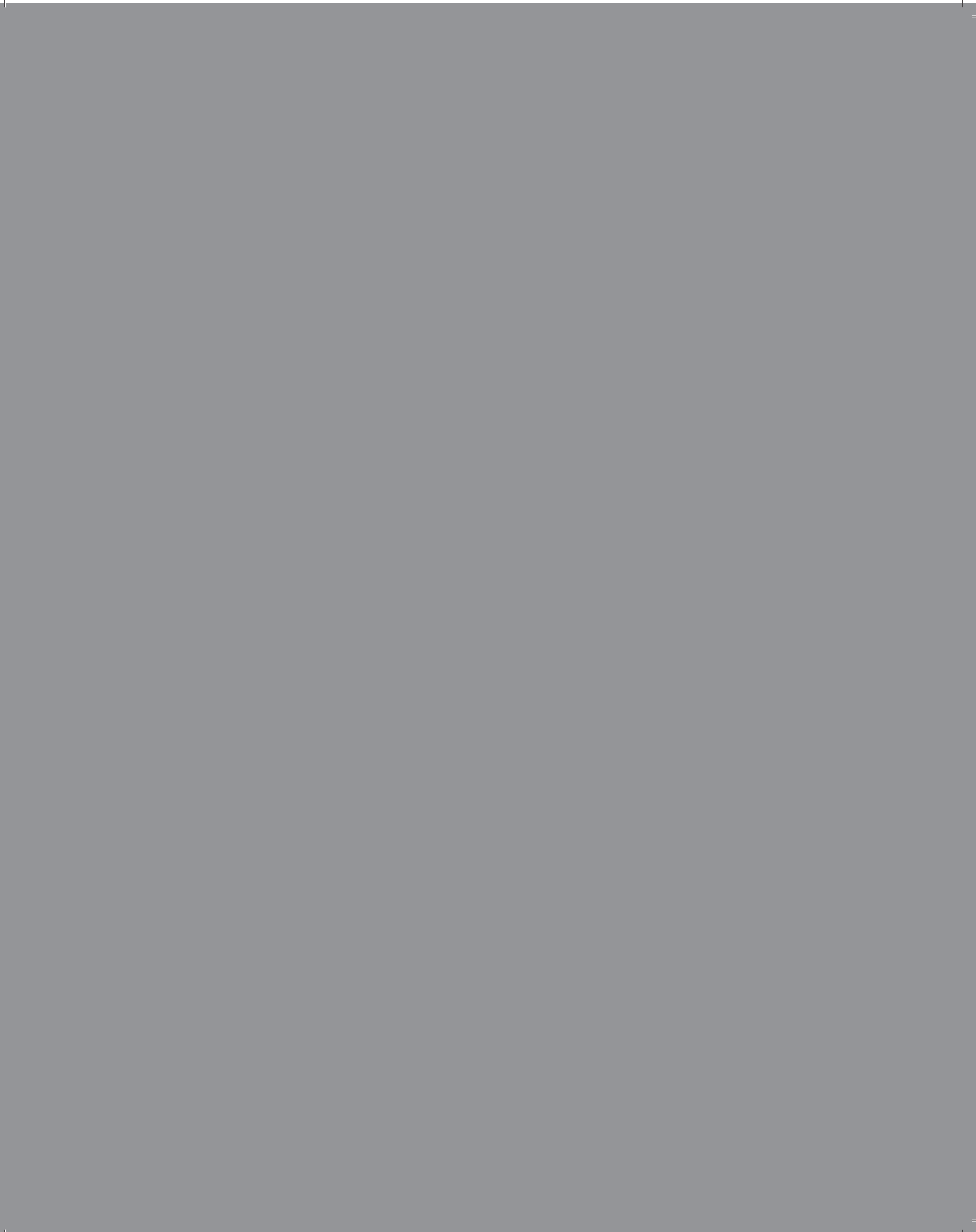
- First place, “Gorilla Prize” in the RecycleMania contest for colleges and universities for highest gross weight (1.23 million pounds) of diverted recyclables (2008)
- Second place for highest gross weight (1.356 million pounds) of diverted recyclables and third place for paper recycling (25.37 pounds per person)., RecycleMania (2007)
- Environmental Achievement Award for battery recycling and mercury thermometer replacement programs, U S. Environmental Protection Agency 2002

WATER

- Clean Bay Award, Palo Alto Regional Water Quality Control Plant (annual recipient for the past 10 years)
- Leadership recognition, Palo Alto Regional Water Quality Control Plant, for eliminating the use of antibacterial soaps (2007)
- Santa Clara Valley Urban Runoff Pollution Prevention Program award for the site design for storm water pollution prevention at the Stanford Stadium (2007)



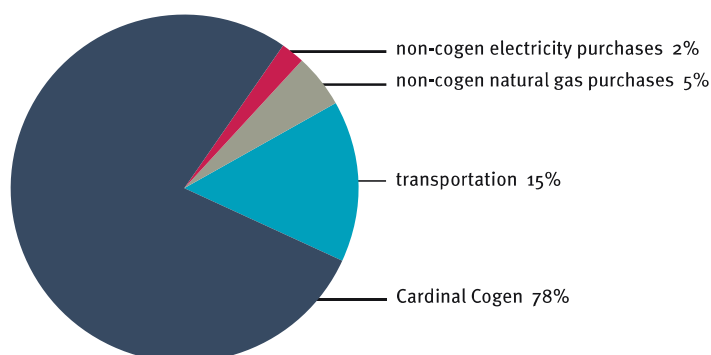
SUSTAINABLE DEVELOPMENT STUDY APPENDIX D: ENERGY AND CLIMATE MANAGEMENT



Appendix D: Energy and Climate Management

Emissions Inventory

Stanford University joined the California Climate Action Registry and completed an initial inventory (carbon dioxide only) of its greenhouse gas (GHG) emissions in 2006. This inventory of 165,453 metric tons of carbon dioxide equivalent emissions per year and Stanford's updated 2007 inventory are publicly viewable at <https://www.climateregistry.org/CARROT/public/reports.aspx> on Stanford University website.



Sources of Stanford GHG emissions in 2007

Greenhouse Gas Reduction Planning

In February 2008, Stanford prepared an initial assessment of greenhouse gas emissions reduction options. This assessment contains a detailed analysis of Stanford's energy consumption and associated GHG emissions, and sets forth a number of options for GHG reduction.

This initial assessment of GHG reduction options indicates that opportunities for significant energy conservation, aggressive as they may be envisioned at Stanford, might be able to achieve only about 15 percent reduction in overall campus GHG emissions. It further concluded that anticipated campus growth would offset reductions achieved from energy conservation in existing buildings and that movement away from 100 percent fossil fuel fired energy generation, even efficient cogeneration, and toward use of energy

from renewable sources to partially supplant the use of fossil fuel would be required to achieve substantial GHG emission reductions over the long term. Additional investigations by the University are under way to gather additional information.

These additional investigations are required because one of the realities identified in this process when contemplating options for reducing GHG emissions significantly below current levels is the challenge of being an “early adopter.” The University has had robust energy metering in place, has been vigorously pursuing energy conservation for well over a decade, and, even more significantly, has been obtaining virtually all of its energy from an efficient natural gas-fired combined heat and power plant (Cardinal Cogeneration) since the late 1980s. Although gas-fired cogeneration does emit GHGs, it is one of the most efficient forms of fossil-fuel-based energy production.

Both the European Union and State of California have adopted policies and regulations favoring increased use of cogeneration as a means of achieving overall GHG reductions. Therefore, while the University’s initial investigations point to the need to move away from fossil fuel fired cogeneration if it is to significantly reduce its GHG emissions, there may be strong regulatory and environmental reasons to retain the cogeneration facility at Stanford, which must be explored further.

Also, because of limitations in California law that currently prohibit Stanford from choosing its sources of electricity (Direct Access) beyond the use of on site generation such as the Cardinal Cogeneration plant, it is uncertain whether the University will be able to employ power generation technologies that are even greener than cogeneration at a scale large enough to significantly reduce its current GHG emissions, should it decide to move away from cogeneration. In the absence of such authority, one of the few potential options left for large-scale GHG emission reductions might be Renewable Energy Credits (RECs) and carbon offsets. However, the development of a bona fide government recognized Cap and Trade system and availability of these tools for GHG reduction are speculative at this time.

For these reasons, the University could not set a specific new GHG reduction goal based solely on options identified in the February 2008 GHG Reduction Options Report. Therefore, to continue work toward achievable GHG reduction goals, in May 2008 the University president convened a blue-ribbon task force consisting of the Executive Director of the Department of Sustainability and Energy Management (SEM) and five faculty experts in the field of energy and the environment to further explore:

- potential fossil fuel-fired cogeneration sites in a future University energy mix,
- if the University could gain legal authority to invest in off-site renewable energy in the future, and
- availability of bona fide RECs and carbon offsets over the long term.

Climate Plan – Emissions Reduction Options

1. DEMAND SIDE ENERGY MANAGEMENT

a. Energy Efficiency and Conservation in New and Existing Buildings

- i. Energy Retrofit Program – minor capital retrofits to existing buildings. Define gains thus far and additional gains possible, cost and schedule for implementation.
- ii. Capital Retrofit Program – major capital retrofits of existing buildings. Define gains achieved thus far, and additional gains possible, cost and schedule for implementation.
- iii. Energy Conservation Incentive Program - Incentive for building occupants to conserve electricity. Define gains achieved thus far and potential for increase, cost, and schedule for implementation.
- iv. Building Operations Strategies – Optimizing HVAC and lighting program operation to building operating schedules. Define gains achieved thus far and potential for increase, cost, and schedule for implementation.
- v. Excessive Use Monitoring – Analysis of building energy use vs expected to identify waste from system trouble and other causes. Define gains achieved thus far and potential for increase, cost, and schedule for implementation.
- vi. New Building Energy Efficiency & GHG Emissions Design Standards – Identify expected energy and GHG emissions from new buildings based on current design standards. Identify opportunities for improvements above current standards and cost and schedule for implementation.
- vii. Strategic Plan for Research and Administrative Computing – Identify opportunities for reducing energy use and GHG emissions through consolidation of administrative and research computing and/or application of server virtualization, low energy servers, and other innovative computing technologies and practices.
- viii. Building Re-commissioning – Non-capital restoration of building energy systems to original specifications to save energy and GHG emissions. Identify potential gains, cost, and schedule for implementation.

b. Campus Owned Vehicles

- i. Marguerite Fleet – Identify opportunities for reducing GHG emissions from fleet, cost and schedule for implementation.
- ii. Building Maintenance and Grounds Fleet – Identify opportunities for reducing GHG emissions fleet, cost and schedule for implementation.
- iii. All Other Campus Owned Vehicles – Identify opportunities for reducing GHG emissions from fleet, cost and schedule for implementation.

2. SUPPLY SIDE ENERGY MANAGEMENT

a. Clean Electricity Supply

- i. Low Head Tidal Power – Identify opportunities for direct campus construction & operation, third party contracting, or open market procurement of power, including cost and schedule for implementation. Combine with other bay/ocean-based technologies to optimize utility corridor and ocean space planning.
- ii. Tidal Current Power – Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation. Combine with other bay/ocean-based technologies to optimize utility corridor and ocean space planning.
- iii. Wave Power – Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation. Combine with other bay/ocean-based technologies to optimize utility corridor and ocean space planning.
- iv. Solar Photovoltaic (PV) Power - Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- v. Wind Power - Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- vi. Geothermal Power - Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- vii. Biomass Power - Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- viii. Low Head Hydroelectric Power and/or Pumped Storage - Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- ix. Fuel Cell Power – investigate potential benefits to GHG reduction from use of fuel cells for power generation. Identify opportunities for direct campus construction and operation, third party contracting, or open market procurement of power, including cost and schedule for implementation.
- x. Cogeneration Plant Modernization – Identify options for continued use of cogeneration (combined heat and power) for future campus energy supplies, effects on GHG reduction and energy cost.
- xi. Transmission Options – Investigate options for use of 230 KV transmission services versus 60 KV service for campus connection to energy grid to reduce cost of imported electricity and/or improve system capacity & reliability.

b. Clean Thermal Supply

- i. All Electric Boiler and Chillers and Clean Energy Supply – Investigate mixed use of electric boilers and chillers at the Central Energy Facility, coupled with varying degrees of clean electricity supply, to reduce campus GHG. Include mixed use of gas fired boilers and/or steam fired chillers with fuel switching based on short and long term market pricing of gas vs electricity for system optimization.
- ii. Optimized Load Management and Energy Storage – Investigate opportunities for additional use of campus energy load management techniques and thermal and electric storage technologies to reduce cost and GHG emissions.
- iii. Ocean and Lake Cooling – Investigate use of ocean and lake cooling to reduce energy use and GHG emissions for chilled water service to campus. Combine with other use of bay/ocean-based technologies to optimize utility corridor and space planning.
- iv. Solar Steam Generation – Investigate use of solar steam production at the Central Energy Facility and/or building scale. Combine use of other space intensive technologies to optimize utility corridor and space planning.
- v. Solar Hot Water Generation – Investigate use of solar hot water production at building scale for application to existing buildings. Share information with new building design standards sub-working group for potential application for new buildings.
- vi. Geothermal Heating and Cooling – Investigate use of geothermal heating and cooling at building scale. Share information with new building design standards sub-working group for potential application for new buildings.

SUPPLY SIDE ENERGY MANAGEMENT TECHNOLOGIES INVESTIGATED

Low Head Tidal Power

Low head tidal power can be a cost-effective power source in the proper geographic location. The power available from the tides increases geometrically with the mean tidal range because both the mass of water and the height of the center of mass increase. Tidal ranges of 16 feet or more are necessary for cost-effective power generation. With tidal ranges around 4 feet in the San Francisco area, a low head tidal power plant would be at least 16 times more expensive than a plant with a 16-foot tidal range.

Tidal Current Power

Tidal current power can be a cost-effective energy source in the proper geographic location. The Golden Gate and Tacoma Narrows are the most suitable locations on the U.S. West Coast, but the extractable power is relatively small (35 Megawatt for the Golden Gate) compared to the power demands of the West Coast. A permit to generate electricity at the Golden Gate has already been issued to Golden Gate Energy, and it has teamed up with PG&E and the City of San Francisco to investigate and develop this site.

Wave Power

Wave power may be a cost-effective energy source in the future. There are many competing designs, but none has been proven on a commercial scale. Recent announcements of plants planned for the West Coast have raised hopes for wave power, but the proposed plants are pilot projects that will generate only a few megawatts initially.

Solar Electric or Photovoltaics

Solar electric or photovoltaics (PV) power uses light from the sun to produce electricity. The greatest appeal of solar electric is that once installed, there are no fuel costs and only minor maintenance costs. The solar industry is currently in a growth spurt fueled partly by the California Solar Initiative and substantial rebates offered for new systems. There are essentially two options for furthering the use of PV power on campus: the first is to install PV on campus rooftops with good solar orientation. The second is to install PV in an open field arrangement and connect to the existing electrical infrastructure.

Wind Power

Wind power is the component of the sustainable power portfolio with the greatest potential and least impact. There is a well-established, burgeoning industry developing wind power. The rate of wind's development will increase dramatically when all levels of government commit to greenhouse gas reduction and remove the laws that currently impact sustainable-power generation.

Stanford has prominent faculty and significant student resources to support this component. A student group is already in the early stages developing a pilot wind-power project. With the vast potential of wind power throughout the United States, Stanford could consider adding components of wind generation to its sustainable portfolio at any time. If a fast start along the path to sustainability is desired, Stanford could enter into a power purchasing agreement for wind-generated power this year, 2008.

Geothermal Power Generation

Geothermal is a proven power technology that uses either dry steam direct or flashed steam from hot brine geothermal wells to drive steam turbines to generate electricity. As of the end of 2006, the total U.S. installed geothermal capacity was 3,100 megawatt from 212 plants, with a proposed 15,000 megawatt available using current technologies. Power plant availability exceeds 90 percent in most cases as a base-load 24 hour/day renewable power.

Biomass Power

Biomass is any organic material made from plants or animals. Domestic biomass resources include agricultural and forestry residues, municipal solid wastes, industrial wastes, and urban green waste. Use of biomass power to displace fossil-fuel-generated power results in a reduction of GHG emissions equal to that of the fossil-fuel displaced because the carbon output for biomass power plants is net zero, as the carbon-based fuel would otherwise decompose naturally, releasing the carbon dioxide to the environment over time. This means that biomass is a fully renewable resource and that its use for biomass-derived fuels, power, chemicals, materials, or other products essentially generate no net greenhouse gas. As of the end of 2006, the total U.S. installed bioenergy capacity was 10 gigawatt, with 7 gigawatt from forest and agricultural wastes and 2.5 gigawatt from municipal waste.

Low Head Hydroelectric Power and/or Pumped Storage

Low head hydroelectric power (LHHP) uses the energy of flowing water from rivers or dams to turn turbines and generators to produce electricity. Stanford has dams and creeks and an extensive nonpotable water supply piping system from its foothills; however, installation of such a system at Stanford's Searsville Dam was studied in 1982 and not pursued. The San Francisco Bay Area's primarily winter rainy season decreases the productivity and cost-effectiveness of such systems. Pumped storage systems use the same power-generating approach but incorporate pumping water back up into reservoirs during off-peak hours, basically setting up a circulating system; however, this arrangement provides more financial benefit of off-peak power use than GHG emissions reducing benefit because off-peak power is still needed to pump the water back uphill. Implemented LHHP installations, one at Searsville and one elsewhere on the lake water system, could likely produce 94,000 kWh of power (average) per year and would cost approximately \$300,000 to implement. While not as highly cost effective as solar power production, LHHP could serve to seasonally complement solar for remote small-scale, GHG-free power supply applications.

Fuel Cell Power

Fuel cell technology was first invented in 1839. After nearly 170 years of development and refinement, fuel cells are finally poised to become a viable alternative to conventional power generation in more widespread contexts. While fuel cells have been implemented in a wide variety of applications, from small electronics to transportation, the most suitable option for Stanford would be one or a series of larger, stationary commercial/ industrial-scale fuel cells. Fuel cells operate on the basis of reverse electrolysis so byproducts are limited to water (or steam) and heat. The primary input is either pure hydrogen or hydrogen acquired through a reformation process from other hydrocarbons (i.e., natural gas, ethanol, methane). In addition to the benefit of reduced greenhouse gas emissions, fuel cells also achieve, on average nearly twice the efficiency of an internal combustion engine.

Solar Steam Generation

Concentrating solar power plants (CSP) convert solar energy from the sun into heat, which is then used to produce electricity. CSP plants are typically built on a utility scale in desert locations to maximize the infrastructure requirements and the solar resource. In general, these plants are built by utilities to meet their own renewable energy commitments.

Solar Hot Water Generation

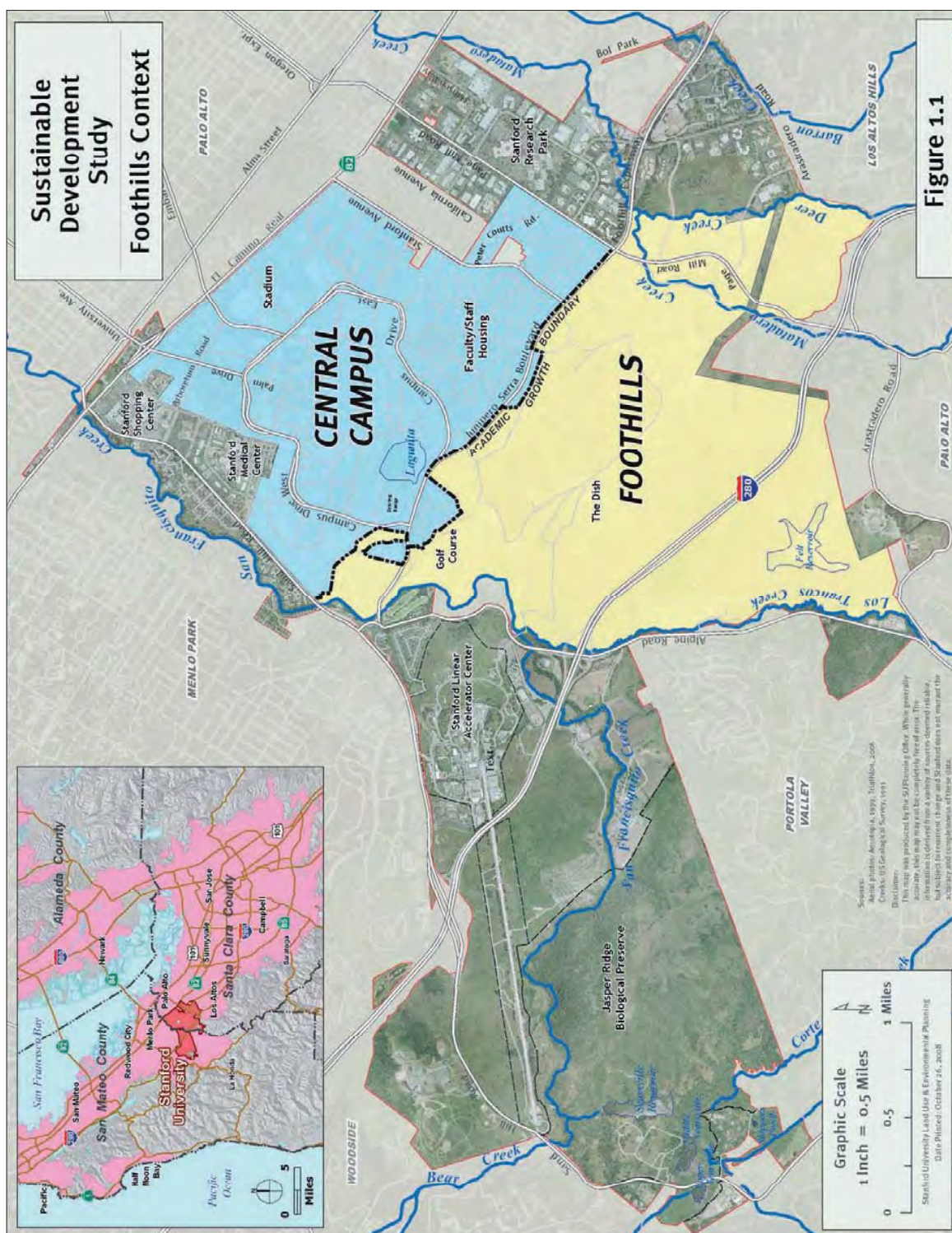
Solar water heating (SWH) uses radiation from the sun to produce heat energy. Currently, the major applications of SWH are heating swimming pools, heating water for domestic use, and space heating of buildings. Several buildings on campus have SWH systems, but the use of SWH systems could be expanded to almost any building with a high domestic water-heating load, such as dorms, athletic buildings, or pool facilities. Because the cost and benefits of solar water heating are specific to each building, a thorough survey should be undertaken to determine the most cost-effective locations and to determine SWH full potential on campus.

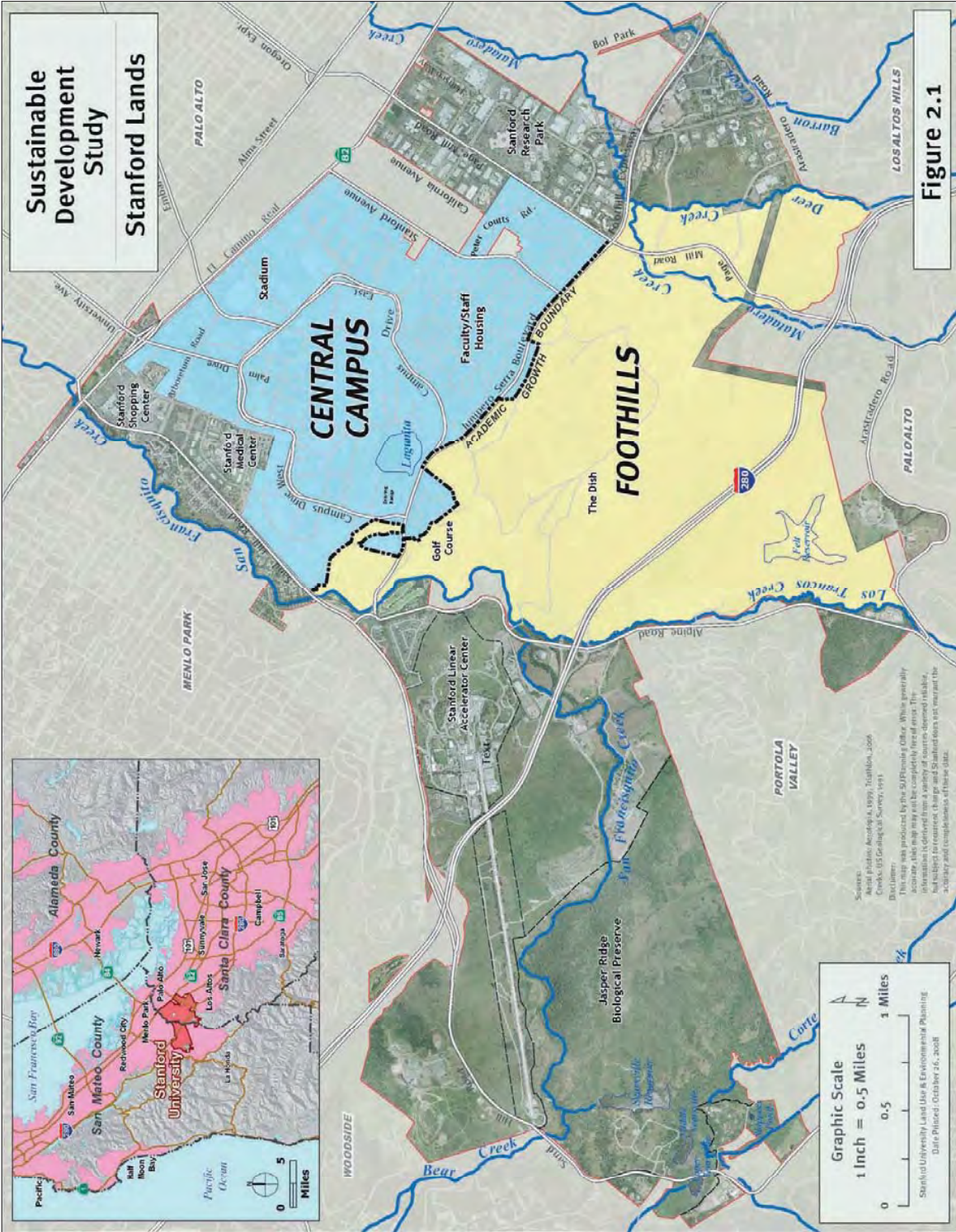
Thermal Measures

Geo-exchange systems use the Earth's energy storage system to heat and cool buildings and to heat hot water systems. The EPA has identified that ground source heat pumps as a technology that significantly reduces energy needed for the heating and cooling of homes, small buildings, hotels, and schools. Installations require adequate land space for the ground heat exchanger.



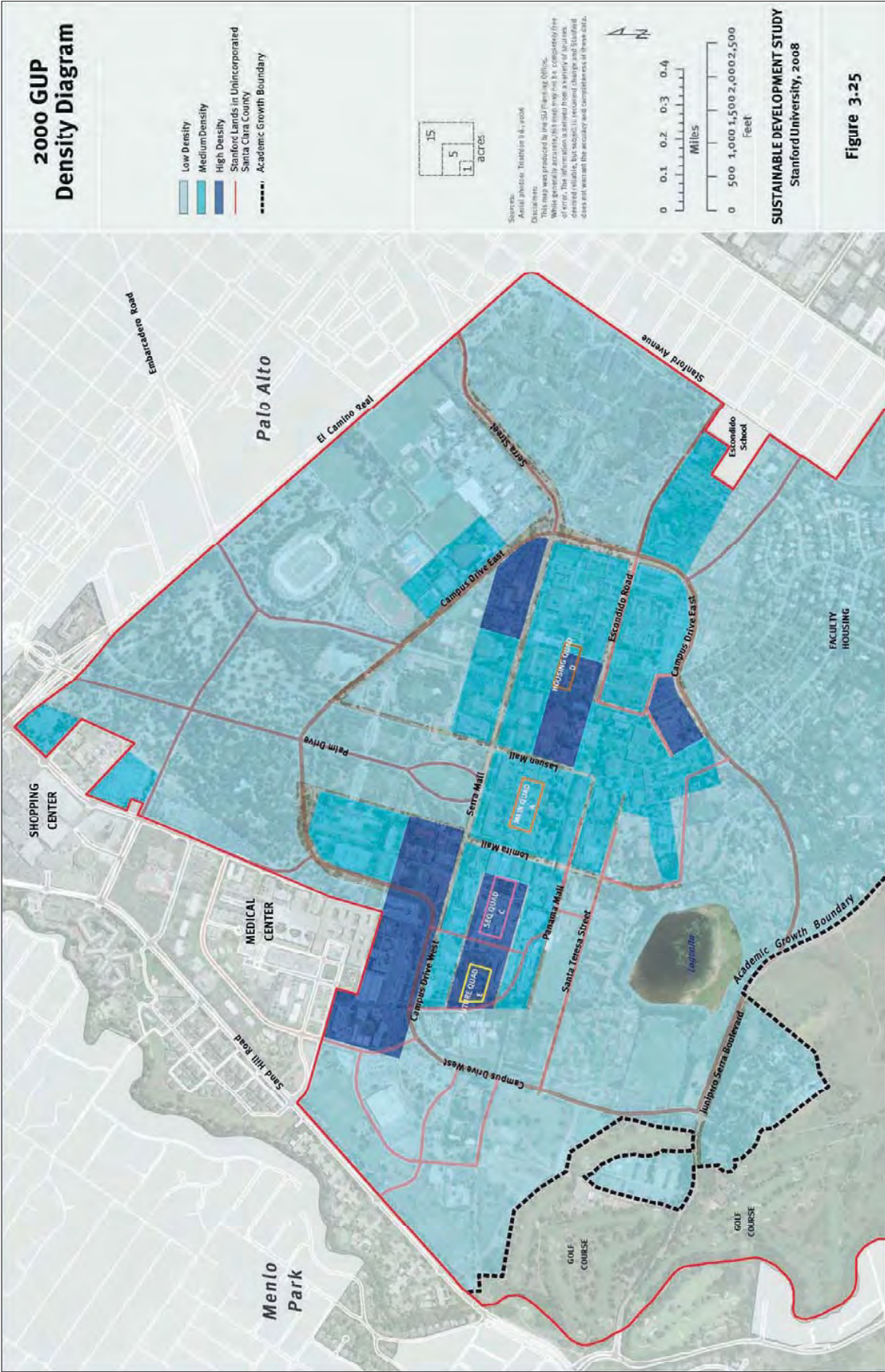


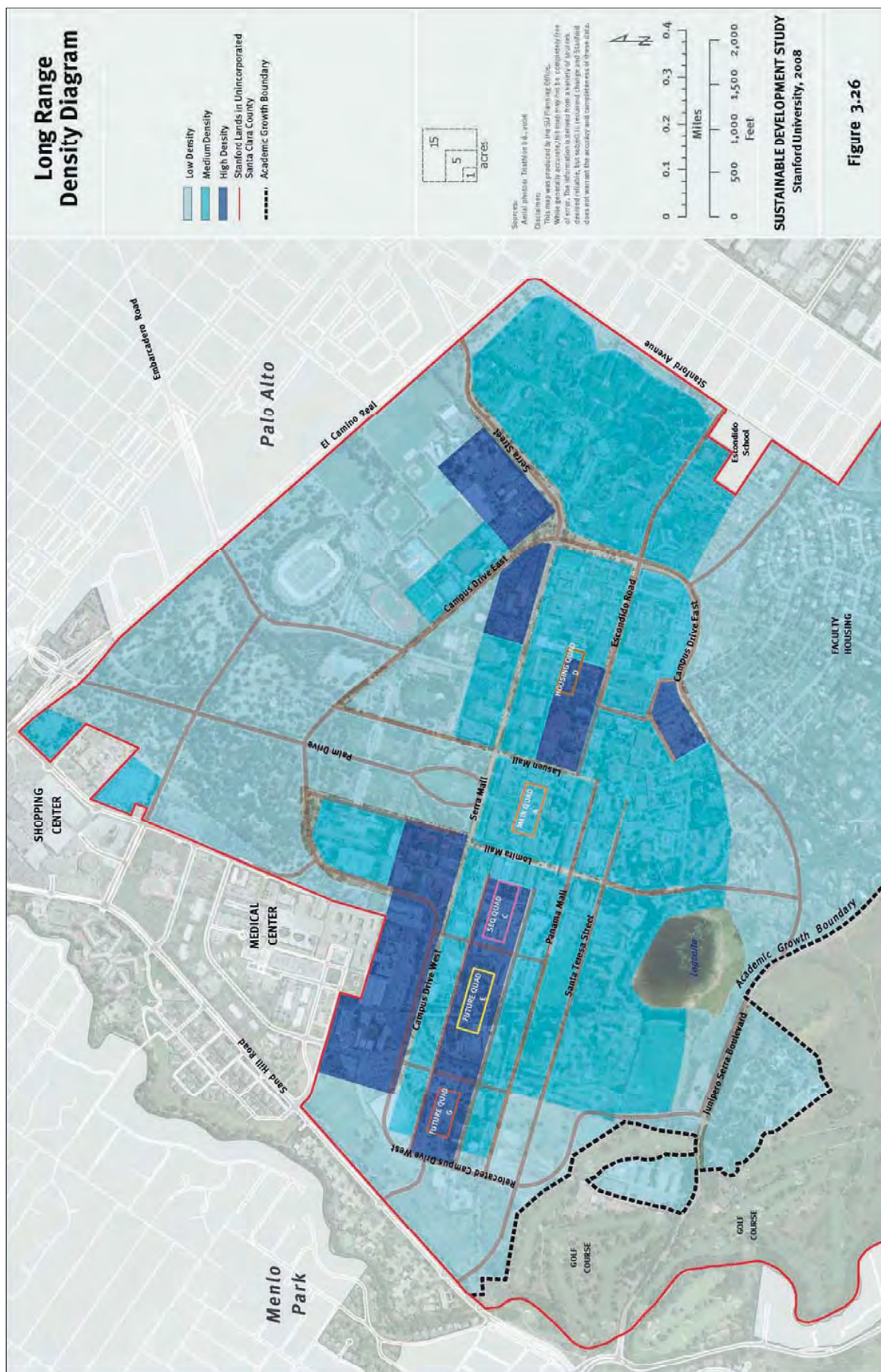








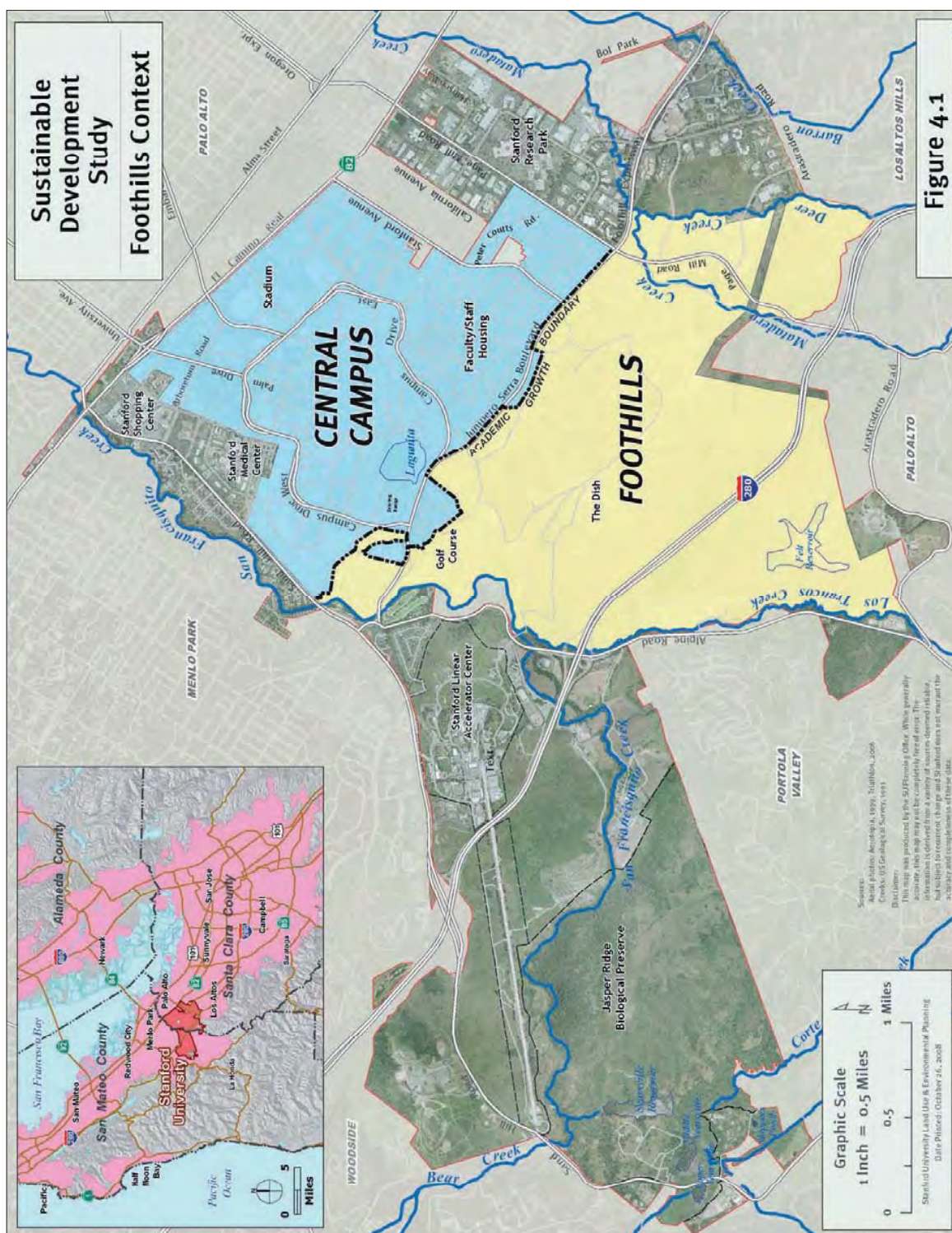


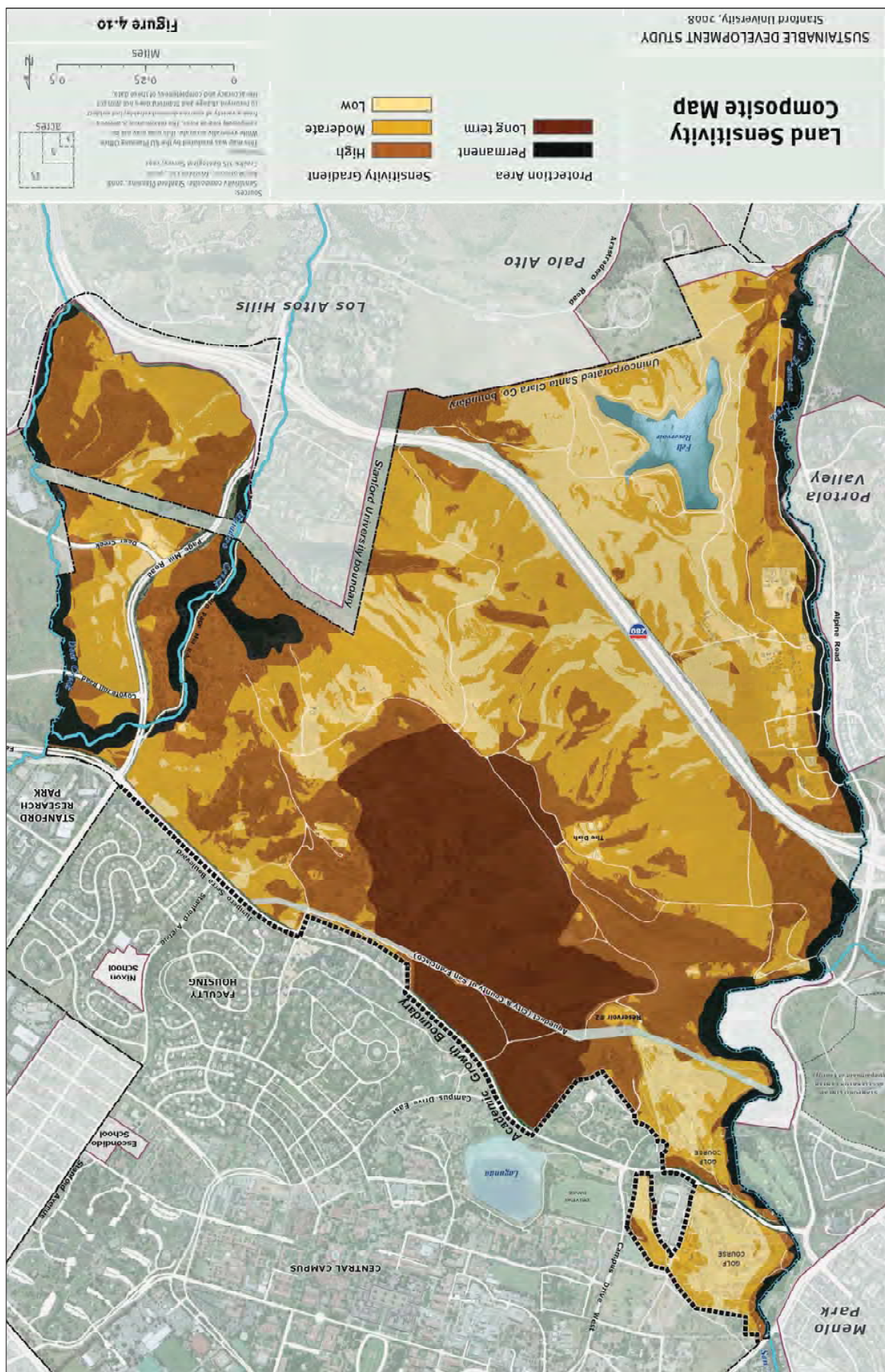




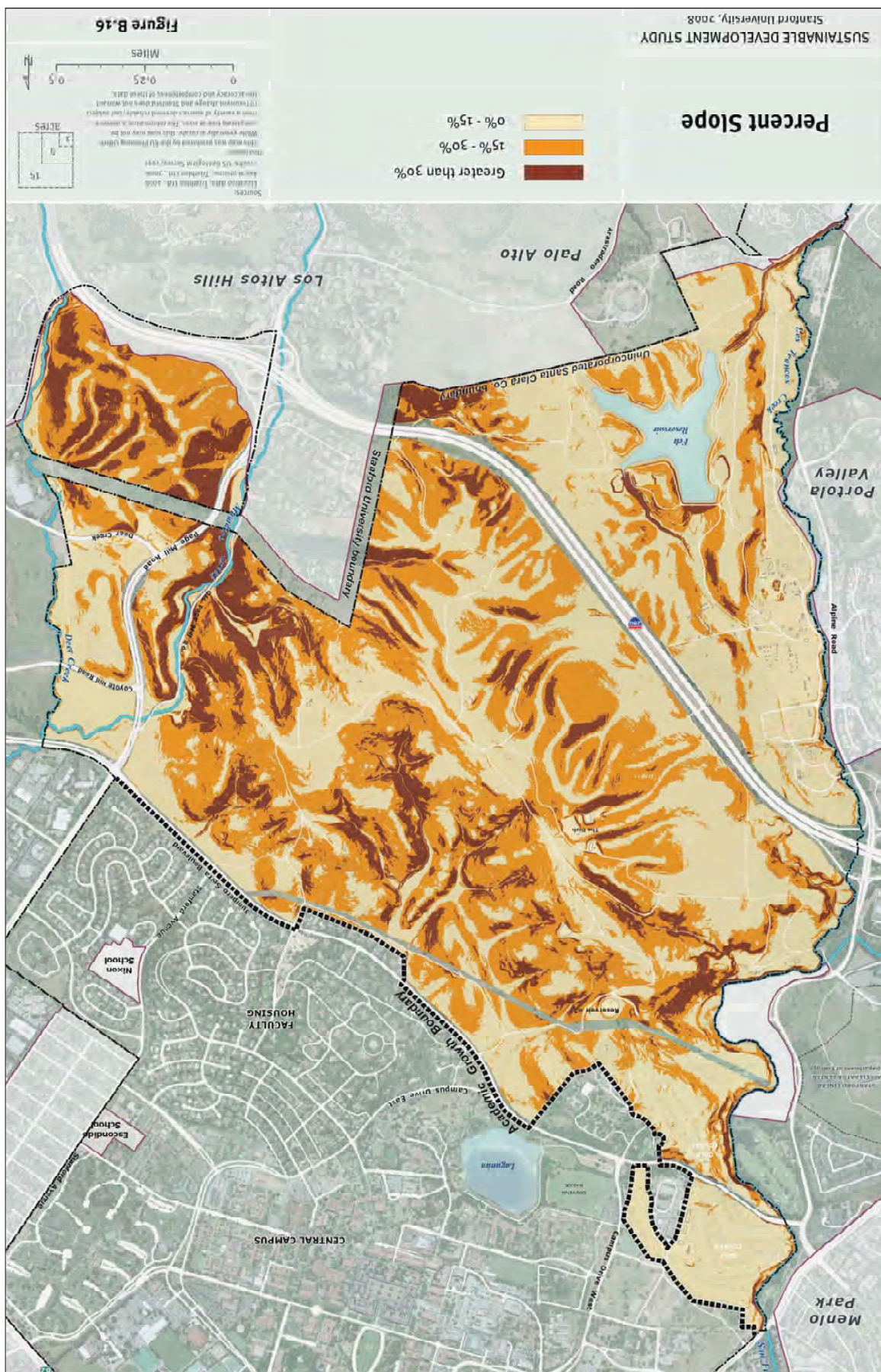


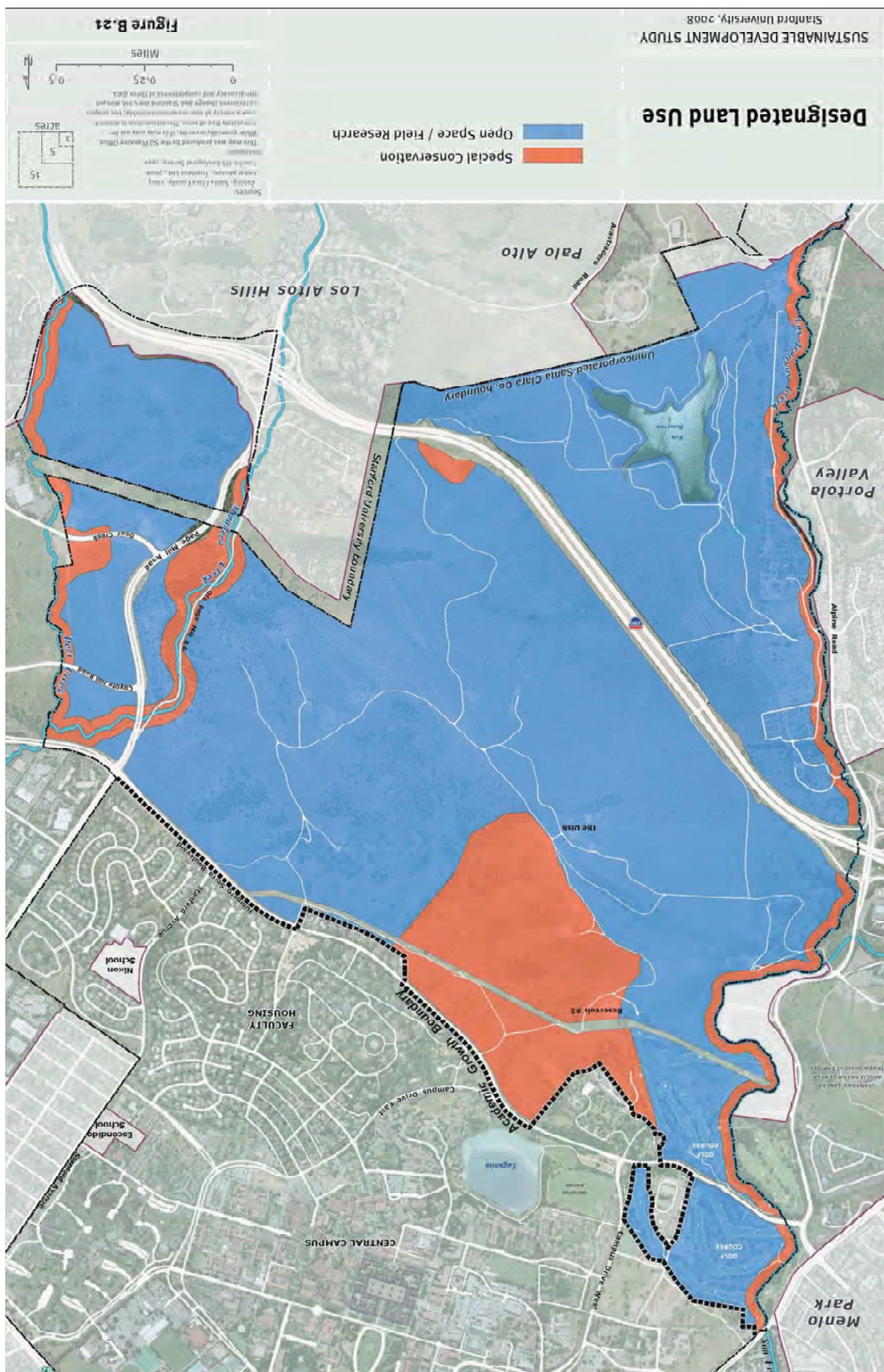


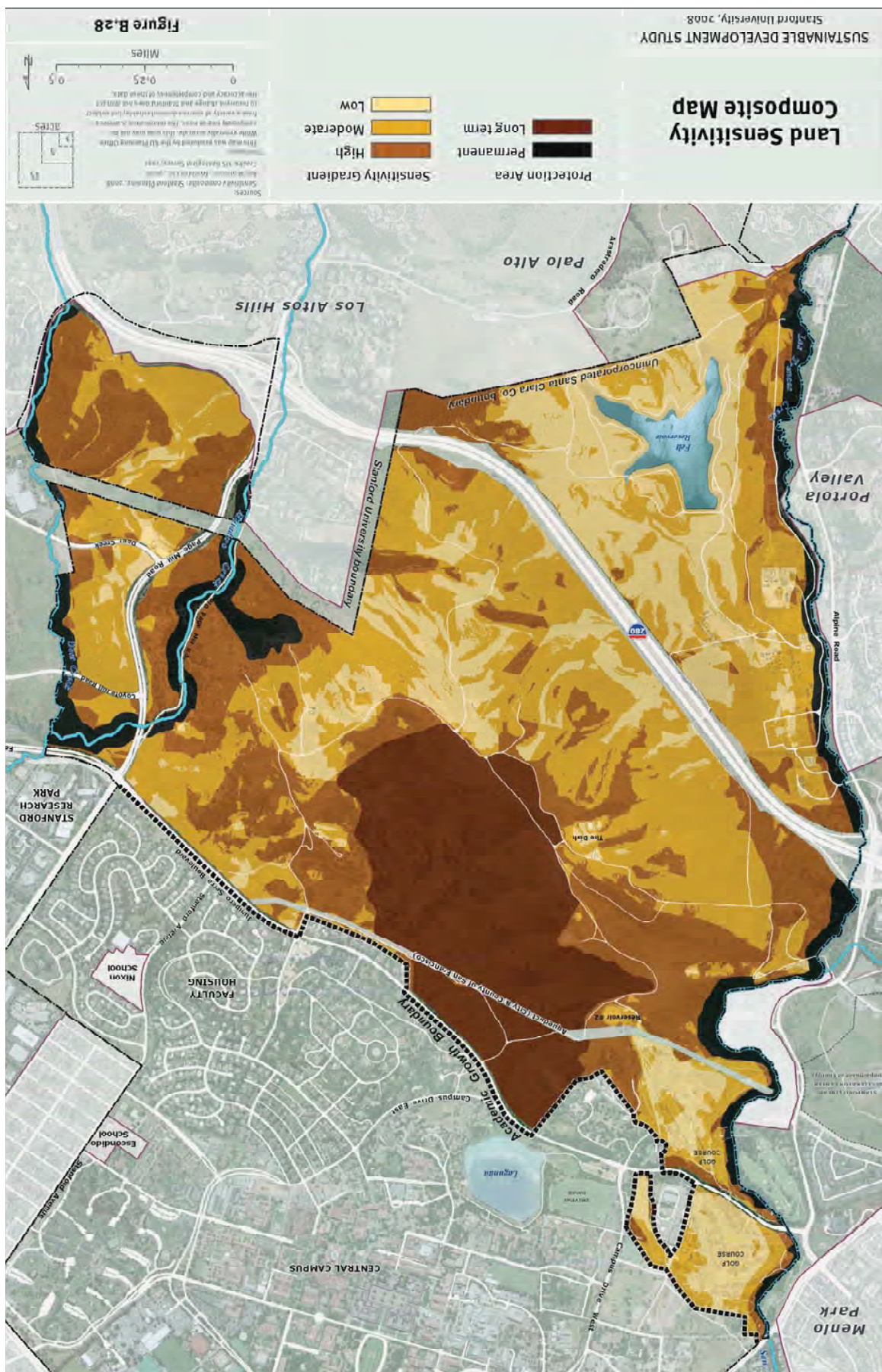














STANFORD
UNIVERSITY



Attachment C

Environmental Science Associates Hourly Rates

Senior Director III	\$300.00
Senior Director II	\$265.00
Senior Director I	\$250.00
Director III	\$240.00
Director II	\$215.00
Director I	\$200.00
Managing Associate III	\$195.00
Managing Associate II	\$190.00
Managing Associate I	\$165.00
Senior Associate III	\$160.00
Senior Associate II	\$150.00
Senior Associate I	\$150.00
Associate III	\$125.00
Associate II	\$120.00
Associate I	\$ 105.00
Project Technician III	\$115.00
Project Technician II	\$95.00
Project Technician I	\$80.00

EXHIBIT B-3A (revised)

INSURANCE REQUIREMENTS FOR
ARCHITECTS, LANDSCAPE ARCHITECTS, ENGINEERS & SURVEY SERVICES
CONTRACTS

Indemnity

To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782.8), Consultant shall indemnify, defend and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees, from any claim, liability, loss, injury or damage (collectively, "Litigation") arising out of, or in connection with, performance of this Agreement due to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or sub-consultants, excepting only to the extent such loss, injury or damage is caused by the negligence, recklessness or willful misconduct of personnel employed by the County. The Consultant shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3A (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

EXHIBIT B-3A (revised)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage shall include contractual liability coverage.
- d. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3A (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:		Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 98,169	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 125,457
Current Agreement End Date:	12/31/2018	New Agreement End Date:	12/31/2018

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5800010	T0365	27,288		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 09/25/2018

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

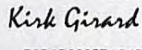
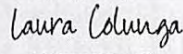
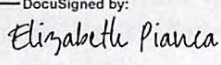
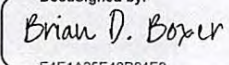


Contractor Name (As Displayed In SAP):	Environmental Science Associates
Contact Person:	Brian D. Boxer
Street Address *:	2600 Capitol Ave., Ste. 200
City, State, Zip *:	Sacramento, CA 95816
Telephone Number *:	(916) 231-1270
Email Address *:	bboxer@esassoc.com
SCC Vendor Number (As Assigned In SAP):	1003628
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

County of Santa Clara	
Agency / Department:	Planning & Development
Program Manager or Contract Monitor Name:	Kavitha Kumar
Street Address:	70 W. Hedding St., 7th Floor, E. Wing
City, State, Zip:	San Jose, CA 95110
Telephone Number:	(408) 299-5783
Fiscal Contact (Accounts Payable Contact):	Bhama Ashok
Contract Preparer:	Laura Colunga

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Kirk Girard		Date:	9/10/2018
Agency/Department Fiscal Officer:	Laura Colunga		Date:	9/10/2018
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	Elizabeth Pianca		Date:	9/10/2018
Contractor:	Brian D. Boxer		Date:	9/10/2018
County Authorized Representative:	S. JOSEPH SIMITIAN PRESIDENT, BOARD OF SUPERVISORS		Date:	SEP 25 2018
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Megan Doyle Clerk of the Board of Supervisors (Signature required when Board approved contract)		Date:	SEP 25 2018

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics*Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 98169
B.	Amount of increase or decrease: (Explain below)	\$ 27288
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 125457

Explanation of increase / decrease (include new payment terms if applicable):

The preparation of the SDS Supplement will take a greater level of effort than originally accounted for in initial contract. Additional effort is associated largely with the incremental nature of preparing this unique document as well as accounting for the public presentations and workshops that the County has scheduled. Additional effort of tasks includes complete screencheck draft for Stanford review, complete final draft SDS, prepare/publish final report, presentation to CRG, presentation to Planning Commission (workshop) and presentation to Board of Supervisors. Stanford will Reimburse County for this amendment.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 10,824.48
Financial obligation in current fiscal year:	\$ 114632.52
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 125,457

Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Barnes, Mosher, Whitehurst, Lauter and Partners		
Purchase Order Number:	440000763		
Agency/Department Name:	Office of the County Executive	Department Number:	0107
Brief Description of Services:	The Contractor will manage a public outreach program that supports the County's public engagement efforts to keep residents and other stakeholders informed and to receive input about the County's processing of Stanford University's General Use Permit application and to communicate the status and results of development agreement negotiations with Stanford on possible community benefits.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$ 100,000.00
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Term of Agreement

Start Date: \$ "% #!"&	End Date: 12/31/2019
Note: When left blank, start date will be the date executed by Authorized County Representative	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0107	5255500	1107	100000		
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

REQ#



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Barnes, Mosher, Whitehurst, Lauter and Partners (BMWl)				
Contact Person:	Jill Nelson Golub				
Street Address *:	312 Clay Street, Suite 300				
City *:	Oakland	State:	CA	Zip:	94607
Telephone number *:	(415) 615-0311 x.21				
Email Address *:	jilln@bmwl.net				
SCC Vendor Number: (As Assigned in SAP)	1043519				

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency/Department:	Office of the County Executive				
Program Manager/ Contract Monitor Name:	Sylvia Gallegos, Deputy County Executive				
Street Address:	70 W. Hedding Street				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(408) 299-5107				
Fiscal Contact (Accounts Payable Contact):	Ngoc Hoang				
Contract Preparer:	Kyle Larson				








COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by:  5A88A4DA83DF41D...	Date:	4/12/2019
County Agency/Department Fiscal Officer:	DocuSigned by:  1A9336202DD44A9...	Date:	4/12/2019
County Counsel Approval as to Form and Legality:	DocuSigned by:  120C885066C7416...	Date:	4/12/2019
<i>(Signature required on all contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by:  D5B80BC24A38465...	Date:	4/12/2019
County Authorized Representative:	DocuSigned by:  62EEB3861ADB4FB...	Date:	\$ "% #!"&
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>		Theresa Therilus, DDOP	
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Assistant Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
---	----

Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
--	----

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
---	----

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?	No
---	----

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No
--	----

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
--	----

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
--	----

Bus Lic. #	00200878	Issued by:	City of Oakland
-------------------	----------	-------------------	-----------------

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
---	----

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	Yes
---	-----

If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
---	-------------------------------------

If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>
--	--------------------------

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing ^{authorities}, based on a change of tax withholding and benefit status.

Contractor's Initials:

JNG

Dept. Fiscal Officer's Signature:

DocuSigned by:

Fran Palacio

1A9336202DD44A9...



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☒ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Or ☒ See Attachment: A incorporated by this reference.

D. PAYMENT SCHEDULE

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐
No ☒

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -



Alternate Termination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)
<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input checked="" type="checkbox"/>	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | The following standard insurance and indemnification language is attached and incorporated into this agreement: |
|-------------------------------------|---|



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Insurance Exhibit Name : Exhibit B-2A

☐

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Yes

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

No

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

No

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

☐

A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

☐

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

	Exhibit Name(s)	Exhibit A - Scope of Work
		Exhibit B-2A - Insurance Requirements
		Exhibit C - County Travel Policy

The Exhibits named above are attached and incorporated by this reference.

EXHIBIT A

Barnes, Mosher, Whitehurst, Lauter and Partners – SCOPE OF WORK

Barnes, Mosher, Whitehurst, Lauter and Partners (BMWL or Contractor) shall provide the County of Santa Clara (County) with a Public Communication Program to support the County's processing of Stanford University's General Use Permit application, including, as necessary, Development Agreement (DA) negotiations with Stanford University in accordance with the terms and conditions as specified in this Service Agreement.

I. **BACKGROUND**

In November 2016, Stanford University submitted its General Use Permit (GUP) application to the County. Since that time, County staff has prepared an Environmental Impact Report (EIR) and is preparing policy updates to the Community Plan, Findings, and Conditions of Approval for the Permit. Meanwhile, at an October 2018 Board meeting, the Board directed staff to enter into a negotiation process with Stanford on a possible DA relating to its 2018 GUP application.

There has been significant community interest and participation in both the GUP process and the DA negotiations including Stanford affiliates and campus service workers, the other five jurisdictions that have land use oversight of the University, the school district, and residents (including parents and students in the affected school district) in adjoining communities. The County received over 2,000 comments on the Draft EIR, an unprecedented number of comments on a County environmental document.

The County requires specialized consultative expertise and resources to ensure that it can communicate the facts of the application, proposed conditions, mitigations, and findings related to the Permit and provide DA negotiation status and possible outcomes through various means in a timely manner, including rapid response, and employing language that laypersons may understand. It also requires the consultant to assist the County in responding to questions and requests for information from the public, partner public agencies, and other stakeholders and to help the County explain the potential impact of the GUP on neighboring communities and the broader region.

These circumstances require BMWL to rapidly learn the history, context, and complexities of this multi-faceted GUP application as well as understand the current 2000 GUP, earn the confidence of the two Board members serving on an Ad Hoc negotiating committee for a possible DA, understand the affected communities including the campus community, understand the aspects of this GUP application that are important to these communities, anticipate reactions to the latest developments, help the County communicate in clear and effective terms the County's positions and their rationale.

EXHIBIT A

II. OBJECTIVES

The County has an important responsibility to ensure that the residents in the adjoining communities, the campus community, partner public agencies, and other stakeholders are aware of the GUP's potential impacts and the County's proposed measures and conditions of approval to address these impacts by conducting an effective public communication program throughout the GUP application process. BMWL will successfully manage a public communication program that supports the County's public engagement efforts to inform residents and other stakeholders and to receive input about the County's processing of the University's General Use Permit application -- the largest in the County's history - - and to communicate the status and results of development agreement negotiations with the University on possible community benefits.

III. SUPPLIER RESPONSIBILITIES

1. Service Requirements

- 1.1** Provide strategic guidance and support to the County's elected and administrative leadership.
- 1.2** Confer and respond to elected and administrative members of County Team in meetings and by conference calls on aspects of services including review of proposed content prior to issuance.
- 1.3** Establish a dedicated website and prepare content for it.
- 1.4** Create and manage in-house digital buys in local and national news outlets, social media outlets, and other outlets to promote community engagement, communicate important facts about the Permit, and direct audiences to dedicated website.
- 1.5** In consultation with the Program Manager, create and produce all other media requested, which may include, but may not be limited to, direct mail, brochures, fact sheets, print newspaper ads, doorhangers, and broadcast media.
- 1.6** Prepare rapid response and fact-checking.
- 1.7** Assist with responses to earned media requests.
- 1.8** Day-to-day project management that will oversee all aspects of the public communication program.

2. Deliverables

- 2.1** Prepare a detailed workplan and timeline.
- 2.2** Create dedicated project website.
- 2.3** Purchase New York Times, Wall Street Journal, Facebook, Google, and other select digital ads as directed by the Program Manager.
- 2.4** Produce collateral and other media at the direction of County representative.

EXHIBIT A

2.5 Create online and print national and local newspaper ad buys and other ad buys as needed.

IV. TIMELINE

The schedule for work products shall be established during the initial meetings and conference calls between BMWL and County staff. The work program and budget for this budget assumes completion at end of calendar year 2019. If the GUP application is delayed to 2020, the County may seek to amend the agreement to extend the term and increase agreement amount, if needed.

V. EVENTS

These are the known events currently, and the dates are subject to change.

- 1.1** Study Session with Supervisor Chavez - 4/16/2019
- 1.2** Study Session with Supervisor Simitian - TBD
- 1.3** Second Ad-Hoc DA Meeting with Stanford - 4/30/2019
- 1.4** Second Planning Commission Study Session -5/9/2019
- 1.5** Community Resource Group Meeting, **7pm** - 5/23/2019
- 1.6** First Planning Commission Public Hearing - 5/30/2019
- 1.7** Community Resource Group Meeting, **7pm** - 6/6/2019
- 1.8** Second Planning Commission Public Hearing - 6/13/2019
- 1.9** Third Planning Commission Public Hearing - 6/27/2019
- 1.10** Community Resource Group Meeting, **7pm** - 9/5/2019
- 1.11** Board of Supervisors Hearing / Study Session - 9/24/2019
- 1.12** Board of Supervisors Hearing / Study Session - 10/8/2019
- 1.13** Board of Supervisors Hearing - 10/22/2019
- 1.14** Board of Supervisors Hearing - 11/5/2019
- 1.15** Board of Supervisors Hearing (If Needed) - 11/19/2019
- 1.16** Community Resource Group Meeting - 12/5/2019

VI. COUNTY/AGENCY/DEPARTMENT RESPONSIBILITIES

1. All media productions are to be approved in advance by the County's Program Manager.
2. County shall not process any invoices for payment until services or products have been provided to the County.

VII. CONTRACT RATES AND PAYMENT SCHEDULE

The maximum compensation payable by the County to BMWL under this Agreement shall not exceed \$100,000.

EXHIBIT A

1. Hourly Rates and Modifications

BMWL shall be compensated for services rendered to the County and/or expenses incurred in accordance with this Exhibit, including the following professional hourly rates:

BMWL Hourly Billing Rates	
Partner	\$300
Vice President	\$200
Director	\$175
Senior Associate	\$125
Associate	\$100
Administrative Support	\$50

In addition, BMWL will purchase digital and print ads and produce collateral and other media on behalf of the County. All media production must be approved in advance by the County's Program Manager prior to production. The County and BMWL may, as needed, and upon mutual agreement in writing, modify budget line-item maximums and/or billable hourly rates identified in this Exhibit, to reflect the service delivery needs of the County without exceeding the maximum financial obligation of this agreement.

2. Invoicing and Documentation of Contractor Costs

BMWL shall provide the County with a monthly invoice which shall be in a form acceptable to the County and shall include all supporting data and documentation required by the County. The invoice shall be accompanied by a detailed summary of activities undertaken over the course of the preceding month by each BMWL. BMWL shall certify, and the County may independently verify that the costs billed were actual, reasonable, and necessary.

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2A (Revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$1,000,000
 - c. Products/Completed Operations aggregate - \$1,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2A (Revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2A (Revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

County of Santa Clara Travel Policy Quick Reference Guide for Contractors



Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse

EXHIBIT C

contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

Travel Policy – Quick Reference Guide for Contractors Revised: 8-2014

EXHIBIT C

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
 - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

EXHIBIT C

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400007631	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	6/6/2019
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Maximum Financial Obligation (Prior to this Amendment):	\$ 100000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 250000
Current Agreement End Date:	12/31/2019	New Agreement End Date:	12/31/2019

For County Use Only - SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	0107	5255500	1107	80000 FY19 150000		
Line 2	Select...	0107	5255500	1107	70000 FY20		
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Barnes, Mosher, Whitehurst, Lauter and Partners (BMWV)
Contact Person:	Jill Nelson Golub
Street Address *:	312 Clay Street, Suite 300
City, State, Zip *:	Oakland, CA 94607
Telephone Number *:	(415) 615-0311 ext. 21
Email Address *:	jilln@bmwl.net
SCC Vendor Number (As Assigned In SAP):	1043519

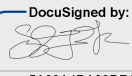
* To be completed for Independent Contractors Only - DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Office of the County Executive	Department Number: 0107
Program Manager or Contract Monitor Name:	Sylvia Gallegos, Deputy County Executive	
Street Address:	70 W. Hedding Street	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5107	
Fiscal Contact (Accounts Payable Contact):	Ngoc Hoang	
Contract Preparer:	Kyle Larson	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: 	Date:	5/29/2019
Agency/Department Fiscal Officer:	DocuSigned by: Fran Palacio	Date:	5/31/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by: Elizabeth Pianca	Date:	5/30/2019
Contractor:	DocuSigned by: Jill Nelson Golub	Date:	5/31/2019
County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	DocuSigned by: Theresa Therilus Theresa Therilus, DDOP	Date:	6/6/2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Assistant Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 100,000
B.	Amount of increase or decrease: (Explain below)	\$ 150,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 250,000

Explanation of increase / decrease (include new payment terms if applicable):

Amendment would add \$150,000 to the Maximum Financial Obligation of the Agreement, with no change in payment terms.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 100,000 (FY 2018-2019)
Financial obligation in current fiscal year:	\$ 150,000 (FY 2019-2020)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 250,000

Insurance

	Insurance does not require changes
✓	Insurance Exhibit is replaced by Exhibit <u>B-2</u> attached and incorporated by this reference.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Req. # 40028663

Purchase Order Number:	4400007631	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
------------------------	------------	-------------------	---	---	--

Maximum Financial Obligation (Prior to this Amendment):	\$ 250,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 400,000
Current Agreement End Date:	12/31/2019	New Agreement End Date:	

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	0107	5255500	1107	150,000		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Barnes, Mosher, Whitehurst, Lauter and Partners (BMWl)
Contact Person:	Sam Lauter
Street Address *:	312 Clay Street, Suite 300
City, State, Zip *:	Oakland, CA 94607
Telephone Number *:	(415) 615-0311 ext. 18
Email Address *:	saml@bmwl.net
SCC Vendor Number (As Assigned In SAP):	1043519

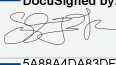



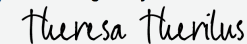
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Office of the County Executive	Department Number: 0107
Program Manager or Contract Monitor Name:	Sylvia Gallegos, Deputy County Executive	
Street Address:	70 W. Hedding Street	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5107	
Fiscal Contact (Accounts Payable Contact):	Ngoc Hoang	
Contract Preparer:	Kyle Larson	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: 	Date:	9/3/2019
Agency/Department Fiscal Officer:	5A88A4DA83DF41D... DocuSigned by: 	Date:	9/3/2019
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	1A9336202DP44A9... DocuSigned by: 	Date:	9/4/2019
Contractor:	DocuSigned by: 	Date:	9/5/2019
County Authorized Representative: (Procurement Department; President, Board of Supervisors; or Delegated Authority)	DocuSigned by: 	Date:	9/13/2019
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors (Signature required when Board approved contract)	Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

N/A

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics*Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.*

N/A

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 250,000
B.	Amount of increase or decrease: (Explain below)	\$ 150,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 400,000

Explanation of increase / decrease (include new payment terms if applicable):

Second Amendment would add \$150,000 to the Maximum Financial Obligation of the Agreement, with no change in payment terms.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

N/A

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

N/A

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 180,000 (FY 2018-2019)
Financial obligation in current fiscal year:	\$ 220,000 (FY 2019-2020)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 400,000

Insurance

✓

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Keyser Marston Associates, Inc.		
Purchase Order Number:	4400007337		
Agency/Department Name:	Department of Planning and Development	Department Number:	260
Brief Description of Services:	Prepare an addendum to the 2016 Affordable Housing Nexus Study addressing the Stanford University campus and support the County of Santa Clara (County) in the outreach and public process for consideration of potential new affordable housing requirements for residential and non-residential development in the County.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	98000.00
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Term of Agreement

Start Date: 9/12/2017	End Date: March 31, 2018
Note: When left blank, start date will be the date executed by Authorized County Representative	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	260	5255500	1180	98,000.00		100155
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Keyser Marston Associates, Inc.				
Contact Person:	David Doezeema				
Street Address *:	160 Pacific Avenue, Ste. 204				
City *:	San Francisco	State:	CA	Zip:	94111
Telephone number *:	(415) 398-3050 x231				
Email Address *:	ddoezeema@keysermarston.com				
SCC Vendor Number: (As Assigned in SAP)	1024223				

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency/Department:	Department of Planning and Development				
Program Manager/ Contract Monitor Name:	Kirk Girard				
Street Address:	70 W. Hedding Street, East Wing, 7th Floor				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(408) 299-6741				
Fiscal Contact (Accounts Payable Contact):	Laura Colunga				
Contract Preparer:	Sheila Peralta				




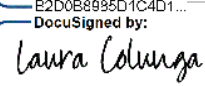
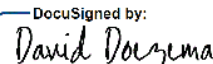

COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor and County's Authorized Representative.

County Agency/Department Manager:	 <small>DocuSigned by:</small> <small>E2D0B8985D1C4D1...</small>	Date:	9/8/2017
County Agency/Department Fiscal Officer:	 <small>DocuSigned by:</small> <small>56DECCBD574A469...</small>	Date:	9/8/2017
Contractor:	 <small>DocuSigned by:</small> <small>FF8A867C43D34F8...</small>	Date:	9/8/2017
County Authorized Representative:	 <small>DocuSigned by:</small> <small>B34681893DB3463...</small>	Date:	9/12/2017
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
County Counsel:		Date:	
<i>(Signature required when the Standard Provisions language (Section VI) is revised, or for IT Services pursuant to Board Policy 5.3.5.2 (4), or for Board approved contracts, or for contracts with Board delegated authority to agencies/departments.)</i> Please note: Attachments or exhibits that include additional terms and conditions, conflict with the County's standard provisions or require risk assessment must be approved by County Counsel.			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Attest Clerk of the Board:		Date:	
<i>(Signature required when Board approved contract)</i>			



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No				
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No				
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	Yes				
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?	No				
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No				
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No				
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Bus Lic. #</td> <td style="width: 30%;">102094</td> <td style="width: 15%;">Issued by:</td> <td style="width: 40%;">City of Santa Clara</td> </tr> </table>	Bus Lic. #	102094	Issued by:	City of Santa Clara	
Bus Lic. #	102094	Issued by:	City of Santa Clara		
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No				
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No				
If <u>at least 5</u> of the above questions were answered " NO ", Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>				
If <u>5 or more</u> of the above questions were answered " YES ", Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>				
Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.					

Contractor's Initials: DS
DD

Dept. Fiscal Officer's Signature:

DocuSigned by:
Laura Colunga
58DECCBD574A469...



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☒ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

KMA shall use all knowledge and expertise in the completion of services identified in the scope of service. KMA represents and maintains that it is skilled in the professional calling necessary to perform the services. KMA warrants that all employees shall have sufficient skill and experience to perform the services assigned to them.

Or ☐ See Attachment: ☐ incorporated by this reference.

D. PAYMENT SCHEDULE

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐
No ☒

The maximum financial obligation shall not exceed \$98,000.00. KMA shall be paid for work as described in the scope of service. KMA shall submit invoice slips that include the name and title of staff, hours worked per invoice, hourly rate, total invoiced amount for the invoice period, cumulative total of previously billed invoices, and remaining funds (minus current invoice).

Or ☐ See Attachment: ☐ incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement.

Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. NON-DISCRIMINATION

✓

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

Alternate Non-Discrimination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

I. TERMINATION

✓

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

– OR –

Alternate Termination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

“County Data” shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County’s written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor’s sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor’s compliance with the obligations set forth in this section.

T. WAGE THEFT PREVENTION

(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County's Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

U. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | 2.25% 10 Net 45 (provides 35 days of cash acceleration) |
| <input type="checkbox"/> | 2.00% 15 Net 45 (provides 30 days of cash acceleration) |
| <input type="checkbox"/> | 1.75% 20 Net 45 (provides 25 days of cash acceleration) |
| <input type="checkbox"/> | 1.33% 25 Net 45 (provides 20 days of cash acceleration) |
| <input type="checkbox"/> | 1.00% 30 Net 45 (provides 15 days of cash acceleration) |
| <input checked="" type="checkbox"/> | Net 45 (full payment) |

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

V. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of



COUNTY OF SANTA CLARA SERVICE AGREEMENT

a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

W. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more (“Direct Services Contract”), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

✓	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
	Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.	Yes
Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.	No
Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.	No



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?
If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

✓

Exhibit Name(s)

Attachment B - Keyser Marston Associates, Inc. Hourly Rates

The Exhibits named above are attached and incorporated by this reference.

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the Contractor's alleged negligence or willful misconduct in the performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

Attachment A

Scope of Service

Keyser Marston Associates, Inc. (KMA) shall prepare an addendum to the 2016 Affordable Housing Nexus Study (2016 Nexus Study) addressing the Stanford University (Stanford) campus and support the County of Santa Clara (County) in the outreach and public process for consideration of potential new affordable housing requirements for residential and non-residential development in the County.

PART A. NEXUS ANALYSIS ADDENDUM TO ADDRESS THE STANFORD CAMPUS

The County is currently in the process of evaluating a proposed 2018 General Use Permit (GUP) for the Stanford campus. The proposed GUP would add over 2 million square feet of academic space, 3,150 new student beds and 550 housing units for faculty and staff. The analysis done by KMA shall provide information regarding affordable housing impacts of the proposed expansion and provide nexus support for an affordable housing impact fee requirement applicable to the Stanford campus.

The scope of analysis shall be limited to analyzing the housing needs of workers directly employed on the Stanford campus itself. While the student, post-doc, research staff and faculty population undoubtedly generate demand for services off-campus as well, the housing needs associated with workers in off-campus services shall not be included in the analysis. This approach is consistent with that of the non-residential nexus analysis KMA prepared for the County and helps to reduce the level of complexity in the analysis.

Overview of Data Assumed to be Provided by Stanford

To reflect Stanford's unique attributes, Stanford will provide necessary data on the number of employees, their occupations and compensation profile. For major contract service providers involved in food services, security, janitorial services and the like, similar data will also be utilized to the extent it can be provided to KMA. Alternatively, KMA shall work with publicly available data sets on compensation levels for contract service providers.

For compensation data, a granular level of detail is required to analyze the distribution of incomes. For prior custom analyses of this nature, KMA has obtained data on pay levels and occupation by individual employee (with no identifying information associated with the employees). Key employees may be excluded from the compensation data set (for example employees over a threshold compensation level). KMA shall work with Stanford to ensure that confidential data is protected in this process.

In addition, KMA may request data to determine relationships between employment levels and building area totals for specific facility types such as dining halls or dorms. KMA shall also

require information regarding the cost that is charged for on-campus housing for faculty and staff to enable an evaluation of the associated affordability level.

KMA shall prepare a draft addendum to the 2016 Nexus Study specifically addressing the Stanford campus and reflecting the analysis described above. KMA shall submit the draft addendum to the 2016 Nexus Study to County staff.

After KMA receives comments from County Staff / Stanford on the draft addendum to the 2016 Nexus Study, KMA shall finalize the addendum. KMA shall submit the final addendum to the 2016 Nexus Study to County staff.

PART B. OUTREACH AND PUBLIC PROCESS SUPPORT

KMA shall provide support to the County through the outreach and public process for consideration of new County-wide and updated Stanford-specific affordable housing requirements. In addition to making presentations at outreach meetings and public hearings, KMA shall also augment staff capacity in advertising public and stakeholder outreach meetings, synthesizing input, and in staff report preparation. Further description is provided below:

Public / Stakeholder Meetings

KMA shall provide support to the County through three public outreach / stakeholder meetings. Support shall include providing a presentation, advertising / noticing meetings based on a contact list to be provided by the County and, following completion of the meetings, synthesis of input received into a concise summary highlighting key areas of concern or themes raised by the commenters. Up to two KMA staff shall be in attendance for each of the three meetings to assist in responding to questions and to assist in tracking feedback.

Other Jurisdiction Requirements and New Adoptions Update

KMA shall contact individual jurisdictions and prepare an updated summary of the status of pending adoptions for the jurisdictions participating in the Alameda County / Santa Clara County Nexus Study effort as well as selected San Mateo County jurisdictions. The information shall be integrated with the prior survey of affordable housing requirements to provide a cohesive picture of existing and pending affordable housing requirements relevant to the County.

Staff Report and Recommendations

KMA shall prepare a staff report to the Board of Supervisors for use by County staff. The staff report shall synthesize feedback received through the public outreach and stakeholder input process, provide a brief overview of the 2016 Nexus Study, the Stanford Addendum, and the summary of other jurisdiction programs and new adoptions. The staff report shall provide proposed staff recommendations that take into consideration feedback received through public outreach, the other jurisdiction information, as well as the findings of the KMA studies.

Board of Supervisors Meetings

KMA shall attend and make presentations at up to two Board of Supervisors meetings.

MILESTONES

The following chart outlines a schedule of milestones for completion of the addendum to the 2016 Nexus Study as well as the outreach and public process support tasks. The schedule may be refined following further discussion with County staff as part of the kickoff meeting. Timely provision of data by Stanford is necessary to maintain the schedule. Timing will be adjusted if data is provided later.

Milestone	Estimated Timing*
Project Initiation, data request to Stanford	Week 1
Kickoff, call to discuss data request with Stanford	Week 2
Stanford provides requested data	Week 3
Public / stakeholder meeting(s) <i>[optional to hold one or two meetings before Stanford analysis is completed addressing County-wide study]</i>	Week 6 – 8
Draft Addendum to the 2016 Nexus Study	Week 9
Updated Summary of Other Jurisdiction Affordable Housing Requirements	Week 9
County Staff / Stanford Comments back on Draft Addendum to the 2016 Nexus Study	Week 11
Public Review Draft Addendum to the 2016 Nexus Study	Week 13
Public / Stakeholder Meeting(s) <i>[remaining meetings to be held after completion of Stanford analysis]</i>	Week 15
Finalize Addendum to the 2016 Nexus Study and provide staff report	Week 17
Board of Supervisor Meetings	as scheduled by County

**Note: Timing measured from contract execution and authorization to proceed unless otherwise noted and is subject to adjustment as may be agreed by KMA and County staff. KMA requests a two-week hiatus over the holidays, with the ensuing dates adjusted accordingly.*

BUDGET

The maximum amount payable to KMA shall not exceed \$98,000.00. The table below provides a breakdown of the costs.

	Hours				BUDGET ESTIMATE
	Principal	Manager	Associate	Admin	
Hourly Rates	\$ 250	\$ 225	\$ 167.5	\$ 80	
PART A. STANFORD NEXUS ADDENDUM					
1 Project Initiation	5	5	4	-	\$ 3,045
2 Affordable Housing Impact Analysis	32	60	82	-	\$ 35,235
3 Mitigation Cost Analysis	4	20	-	-	\$ 5,500
4 Meetings and Communications	4	4	-	-	\$ 1,900
5 Draft and Final Report	22	18	10	14	\$ 12,345
Subtotal	67	107	96	14	\$ 58,025
PART B. OUTREACH AND PUBLIC PROCESS SUPPORT					
1 Public / Stakeholder Meetings (three)	24	24	-	-	\$ 11,400
2 Meeting materials, advertising, noticing	14	16	14	2.75	\$ 9,665
3 Other jurisdictions requirements update	4	16	-	-	\$ 4,600
4 Synthesize input from public outreach	3	8	-	-	\$ 2,550
5 Staff report and draft recommendations	18	12	-	4	\$ 7,520
6 Board of Supervisors meetings (two)	16	-	-	3	\$ 4,240
Subtotal	79	76	14	10	\$ 39,975
Total	146	183	110	23.75	\$ 98,000

Attachment B
Keyser Marston Associates, Inc. Hourly Rates

	<u>2017/2018</u>
A. JERRY KEYSER*	\$280.00
MANAGING PRINCIPALS*	\$280.00
SENIOR PRINCIPALS*	\$270.00
PRINCIPALS*	\$250.00
MANAGERS*	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400007337	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	3/30/2018
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Maximum Financial Obligation (Prior to this Amendment):	\$ 98,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$
Current Agreement End Date:	3/31/18	New Agreement End Date:	11/1/18

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255500	1180	0.010		100155
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Keyser Marston Associates, Inc.
Contact Person:	David Doezeema
Street Address *:	160 Pacific Avenue, Ste. 204
City, State, Zip *:	San Francisco, CA 94111
Telephone Number *:	(415) 398-3050 x231
Email Address *:	ddoezeema@keysermarston.com
SCC Vendor Number (As Assigned In SAP):	1024223
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

REQ#

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Department of Planning and Development	Department Number: 260
Program Manager or Contract Monitor Name:	Kirk Girard	
Street Address:	70 W. Hedding Street, East Wing, 7th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-6741	
Fiscal Contact (Accounts Payable Contact):	Laura Colunga	
Contract Preparer:	Sheila Peralta	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by: <i>Kirk Girard</i>	Date:	3/23/2018
Agency/Department Fiscal Officer:	DocuSigned by: <i>Laura Colunga</i>	Date:	3/26/2018
County Counsel Approval as to Form and Legality: (Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)	58DECCBD574A469... DocuSigned by: <i>Elizabeth Pianca</i>	Date:	3/23/2018
Contractor:	DocuSigned by: <i>David Doezema</i>	Date:	3/23/2018
County Authorized Representative: (Procurement Department, Board of Supervisors, or Delegated Authority)	For Miriam Singer, Chief Procurement Officer	DocuSigned by: <i>May Garcia</i>	Date: 3/30/2018
Office of the County Executive: (Signature required when Board approved contract by a Delegation of Authority)		Date:	
Attest Clerk of the Board: (Signature required when Board approved contract)		Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****✓ Amend Term of Agreement**

The Department of Planning and Development requests to extend the term of the contract due to the increased complexity of the addendum to the 2016 Nexus Study, delays to resolve policy considerations, and delays in related project activities outside the scope of this contract.

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$
B.	Amount of increase or decrease: (Explain below)	\$
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$

Explanation of increase / decrease (include new payment terms if applicable):

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 0.00
Financial obligation in current fiscal year:	\$ 98,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 98,000.00

Insurance

✓	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400007337	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 98,000.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 143,000.00
Current Agreement End Date:	11/1/18	New Agreement End Date:	2/28/19

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255500	1180	45,000.00		100155
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 06/19/2018

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Keyser Marston Associates, Inc.
Contact Person:	David Doezeema
Street Address *:	2040 Bancroft Way, Suite 302
City, State, Zip *:	Berkeley, CA 94704
Telephone Number *:	(415) 398-3050 x231
Email Address *:	ddoezeema@keysermarston.com
SCC Vendor Number (As Assigned In SAP):	1024223
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department: Department of Planning and Development Department Number: 260

Program Manager or Contract Monitor Name: Kirk Girard

Street Address: 70 W. Hedding Street, East Wing, 7th Floor

City, State, Zip: San Jose, CA 95110

Telephone Number: (408) 299-6741

Fiscal Contact (Accounts Payable Contact): Laura Colunga

Contract Preparer: Sheila Peralta

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:

DocuSigned by:

Kirk Girard

Date: 6/5/2018

Agency/Department Fiscal Officer:

DocuSigned by:

Laura Colunga

Date: 6/5/2018

County Counsel Approval as to Form and Legality: (Signature required on all contracts before execution by Contractor or County Authorized Representative)

DocuSigned by:

Elizabeth Pianca

Date: 6/5/2018

Contractor:

DocuSigned by:

David Doezema

Date: 6/5/2018

S. JOSEPH SIMITIAN

PRESIDENT / Board of Supervisors.

DocuSigned by:

S. J. Simitian

Date: JUN 19 2018

Office of the County Executive:

(Signature required when Board approved contract by a Delegation of Authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Megan Doyle

Megan Doyle

Clerk of the Board of Supervisors

(Signature required when Board approved contract)

Date:

Date: JUN 19 2018

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****✓ Amend Term of Agreement**

The Department of Planning and Development requests to extend the term of the contract due to additional tasks related to the Affordable Housing Nexus Studies.

Or see Attachment _____ as incorporated by this reference

✓ Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment ^A_____ as incorporated by this reference

**Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 98,000.00
B.	Amount of increase or decrease: (Explain below)	\$ 45,000.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 143,000.00

Explanation of increase / decrease (include new payment terms if applicable):

The Department of Planning and Development requests to increase the maximum financial obligation due to additional tasks related to the Affordable Housing Nexus Studies.

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 98,000.00
Financial obligation in current fiscal year:	\$ 45,000.00
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 143,000.00

Insurance

✓

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment A

Additional Scope of Services

Keyser Marston Associates, Inc. (KMA) shall provide additional services related to the Affordable Housing Nexus Studies (“Nexus Study”) prepared for the County of Santa Clara (“County”). This additional scope of services takes into consideration the increased complexity of work, includes tasks relating to assistance with drafting ordinances to implement the Nexus Study and providing other as-needed support to the County as it considers a new affordable housing requirement specific to the Stanford Community Plan Area. Services will be provided on a time and materials basis and are anticipated to include one or more of the services listed below.

1. Revisions to the 2016 Countywide report to create a single report consisting of the Stanford University findings and Countywide findings;
2. Additional analysis relating to Nexus Study conclusions concerning costs associated with affordable units developed Countywide and within a six-mile radius of the Stanford University campus;
3. Review of proposed ordinances and supporting documents for the Stanford Community Plan for consistency with Nexus Study conclusions;
4. Assist in the development of a methodology for use of fee credits for proposed ordinances in the event that affordable units are directly constructed by project applicant;
5. Support to the County through preparation of presentation materials, context analyses, participation in additional public meetings, or responses to questions in relation to the consideration of the Nexus Study and proposed ordinances;
6. Preparation of supplemental analyses, responses to comments, or other materials to support consideration of the Nexus Study or proposed mitigation fees and inclusionary requirements; and
7. Assistance to County staff for additional discussions with Stanford University staff relating to Nexus Study and application to Stanford Community Plan Area.

Budget

KMA shall proceed with this scope of services on a time and materials basis (in accordance with the hourly rates provided in the original contract) within a recommended additional budget authorization of \$45,000. When combined with the original contract authorization from the County this additional scope of services will result in a total not-to-exceed budget authorization of \$143,000.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:		Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 143,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 188,000
Current Agreement End Date:	2/28/2019	New Agreement End Date:	2/28/2019

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	52555001180		45,000		100155
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 09/25/2018

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor


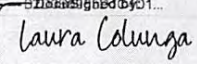
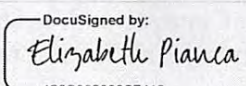
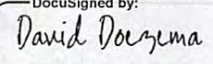


Contractor Name (As Displayed In SAP):	Keyser Marston Associates, Inc.
Contact Person:	David Doezeema
Street Address *:	2040 Bancroft Way, Suite 302
City, State, Zip *:	Berkeley, CA 94704
Telephone Number *:	(415) 398-3050 X231
Email Address *:	ddoezeema@keysermarston.com
SCC Vendor Number (As Assigned In SAP):	1024223
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Department of Planning & Development	Department Number: 260
Program Manager or Contract Monitor Name:	Kirk Girard	
Street Address:	70 W. Hedding St., 7th Fl, E. Wing	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-6741	
Fiscal Contact (Accounts Payable Contact):	Laura Colunga	
Contract Preparer:	Laura Colunga	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Kirk Girard		Date:	9/11/2018
Agency/Department Fiscal Officer:	Laura Colunga		Date:	9/11/2018
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	Elizabeth Pianca		Date:	9/11/2018
Contractor:	David Doezenia		Date:	9/11/2018
County Authorized Representative:	S. JOSEPH SIMITIAN PRESIDENT BOARD OF SUPERVISORS		Date:	SEP 25 2018
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>		Date:	SEP 25 2018

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

Or see Attachment _____ as incorporated by this reference

**Amend Contract Specifics**

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment A as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 143,000
B.	Amount of increase or decrease: (Explain below)	\$ 45,000
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 188,000

Explanation of increase / decrease (include new payment terms if applicable):

The Department of Planning & Development requests to amend this contract in order to accommodate additional support in relation to the Stanford Nexus Study, as described in Attachment A, KMA Amendment #3.

Or see Attachment A as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 145,000
Financial obligation in current fiscal year:	\$ 45,000
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 188,000

Insurance

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

KMA Amendment #3
Additional Scope of Services
Affordable Housing Nexus Studies

Keyser Marston Associates, Inc. (KMA) shall provide the below services related to the Affordable Housing Nexus Studies ("Nexus Study") prepared for the County of Santa Clara ("County"). This additional scope of services provides for a continuation of as-needed support to the County as it considers a new affordable housing requirement specific to the Stanford Community Plan Area. Services shall be provided on a time and materials basis (in accordance with the hourly rates provided in the original contract) and are anticipated to include one or more of the services listed below.

1. Support to the County through preparation of presentation materials, context analyses, participation in additional public meetings, or responses to questions in relation to the consideration of the Nexus Study and proposed ordinances;
2. Assistance at the direction of County staff to address potential additional requests for information by Stanford regarding the Nexus Study;
3. Support to the County in evaluating the development agreement proposal made by Stanford;
4. Preparation of an Addendum to the Nexus Study providing supplemental maximum fee level findings if affordable units developed using Stanford impact fee funds are built throughout the County rather than solely within a six-mile radius of the Campus; and
5. Preparation of supplemental analyses, responses to comments, or other materials to support consideration of the Nexus Study or proposed fees and inclusionary requirements.

Budget

KMA shall provide this scope of services on a time and materials basis (in accordance with the hourly rates provided in the original contract) within a recommended additional budget authorization of \$45,000. When combined with the original contract authorization from the County this additional scope of services will result in a total not-to-exceed budget authorization of \$188,000.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:		Amendment Number:	4	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 188,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 267,400
Current Agreement End Date:	2/28/2019	New Agreement End Date:	12/31/2019

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255500	1180	79,400		100155
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 02/26/2019

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Keyser Marston Associates, Inc
Contact Person:	David Doezeema
Street Address *:	2040 Bancroft Way, Suite 302
City, State, Zip *:	Berkeley, CA 94704
Telephone Number *:	(415) 398-3050 x231
Email Address *:	ddoezeema@keysermarston.com
SCC Vendor Number (As Assigned In SAP):	1024223
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

REQ #30025783

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT

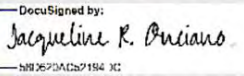
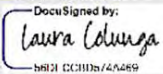
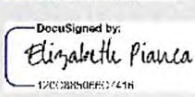
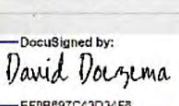
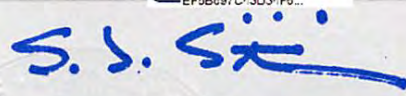
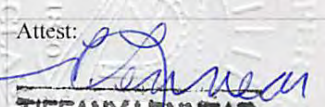
This is an amendment to an existing Agreement

County of Santa Clara

Agency / Department:	Department of Planning and Development	Department Number:	260
Program Manager or Contract Monitor Name:	Rob Eastwood		
Street Address:	70 W. Hedding St., 7th Floor, East Wing		
City, State, Zip:	San Jose, CA 95110		
Telephone Number:	(408) 299-5792		
Fiscal Contact (Accounts Payable Contact):	Bhama Ashok		
Contract Preparer:	Sarah Oliveira		

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Jacqueline Onciano		Date:	2/12/2019
Agency/Department Fiscal Officer:	Laura Colunga		Date:	2/11/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	Elizabeth Pianca		Date:	2/12/2019
Contractor:	David Doezenia		Date:	2/11/2019
S. JOSEPH SIMITIAN PRESIDENT <i>Board of Supervisors.</i>			Date:	FEB 26 2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  TIFFANY LENNEAR ASSISTANT CLERK <i>(Signature required when Board approved contract)</i>		Date:	FEB 26 2019

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****✓ Amend Term of Agreement**

The Department of Planning and Development requests to extend the term of the contract due to additional tasks related to the ongoing support for the Affordable Housing Nexus Studies ("Nexus Study").

Or see Attachment _____ as incorporated by this reference

✓ Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment A-1/A-2 as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 188,000
B.	Amount of increase or decrease: (Explain below)	\$ 79,400
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 267,400

Explanation of increase / decrease (include new payment terms if applicable):

The Department of Planning and Development requests to amend this contract in order to accommodate additional tasks as described in Attachment A-1 and A-2, KMA Amendment #4.

Or see Attachment A-1/A-2 as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 143,000
Financial obligation in current fiscal year:	\$ 124,400
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 267,400

Insurance

✓	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment A-1

Additional Scope of Services: Support for Affordable Housing Requirements in Stanford University Community Plan Area and Development Agreement Negotiations

Keyser Marston Associates, Inc. (KMA) shall provide the following services, outlined below, to continue assisting the County of Santa Clara ("County") in connection with affordable housing requirements applicable to unincorporated lands within the Stanford University Community Plan Area. KMA has been providing as-needed support to the County in connection with the Affordable Housing Nexus Studies ("Nexus Study") completed for the County in 2018, the newly adopted affordable housing ordinances applicable to the unincorporated lands within the Stanford University Community Plan Area, and commencement of development agreement negotiations with Stanford. This Scope of Work provides for a continuation of as-needed support on a time and materials basis and may include one or more of the services listed below.

1. Support to the County through preparation of presentation materials, context analyses, participation in public meetings, or responses to questions in relation to affordable housing requirements applicable to unincorporated lands within the Stanford University Community Plan Area or the Nexus Study previously prepared by KMA;
2. Support to the County in evaluating or formulating development agreement proposals regarding affordable housing within the Stanford University Community Plan Area;
3. Participation in meetings with County staff and consultants to discuss proposed development agreement or conditions of approval provisions related to affordable housing; and
4. Preparation of supplemental analyses or research related to affordable housing proposals for the Stanford University Community Plan Area.

Budget

KMA shall provide this scope of services on a time and materials basis (in accordance with the hourly rates provided in the original contract) at the direction of County Staff within a recommended additional budget authorization of \$40,000 based on the estimate included below.

Task	Hours			BUDGET
	Principal	Manager	Associate	ESTIMATE
Hourly Rates	\$ 250	\$ 225	\$ 167.5	
Task 1 - Presentation materials and public meetings	20	-	-	\$ 5,000
Task 2 - Formulation of DA proposals	80	-	-	\$ 20,000
Task 3 - Meetings / calls with Staff and Consultants	15	-	-	\$ 3,750
Task 4 - Supplemental Analysis and Research	10	24	20	\$ 11,250
Total	125	24	20	\$ 40,000

Attachment A-2
Additional Scope of Services:
in Support of Preparation of a New Inclusionary Housing Ordinance
and Non-Residential Affordable Housing Impact Fees Ordinance
for the County of Santa Clara

Keyser Marston Associates, Inc. (KMA) shall provide the following scope of services to support the County of Santa Clara (“County”) as it considers a new inclusionary housing ordinance and non-residential affordable housing impact fees applicable to development within the County unincorporated area outside of the geographic boundary of the Stanford Community Plan Area. The scope of services provides for an update of market conditions and context materials included as part of affordable housing nexus studies prepared for the County in 2016 (2016 Nexus Study) and includes support through the policy development and adoption process. Following is a description of the tasks to be completed by KMA as part of the scope of services.

Task 1 – Housing Market Update

KMA shall conduct a residential market survey to develop an understanding of current conditions and trends in the unincorporated area housing market. The survey will be used to provide an updated understanding of market conditions that reflected in the 2016 Nexus Study. Information developed as part of the market survey will be used to provide an updated estimate of market pricing for representative newly developed residential units in the unincorporated County. The market rate sales prices per unit and per square foot developed based on this review will serve as a key component of the compliance cost analysis to be conducted in Task 2.

Task 2 – Analysis of Costs Associated with On and Off-site Compliance Alternatives

To assist in development of the proposed inclusionary policy, KMA shall analyze the cost to developers of delivering affordable units on-site within a new residential development as well as off-site within a nearby incorporated city.

On-site compliance

KMA shall prepare an updated analysis of the foregone revenue when affordable units are provided onsite at a range of affordability levels; this is referred to as the ‘onsite compliance cost’. A primary purpose of an onsite compliance cost analysis is to enable an understanding of the costs associated with setting units aside within a development versus the payment of fees. Findings will be expressed in terms of the per square foot fee representing an equivalent cost as various potential on-site requirements.

Off-site compliance

Existing County policy does not allow multi-family development in much of the unincorporated area. Single-family development tends to be semi-rural in character with limited access to transit and services. As a result, on-site affordable units may not be a preferred compliance option from the perspective of the County's land use policies. In addition to in-lieu fees, the County may wish to establish an off-site compliance option that would permit delivery of affordable units in nearby incorporated communities. To assist in development of a potential off-site compliance alternative, KMA shall analyze the cost of delivering affordable units off-site through purchase and placing deed restrictions on existing market units and / or development of off-site affordable rental units.

Task 3 – Updated Summary of Requirements in Other Counties

KMA shall update the previously prepared materials summarizing inclusionary requirements and non-residential affordable housing impact fees in place in other counties as well as the cities within Santa Clara County. The purpose will be to provide context for consideration of new requirements.

Task 4 – Supplemental Report

KMA shall prepare a supplemental report to summarize the updated housing market context, compliance alternatives analysis and updated summary of requirements in other counties. In addition, KMA will extract key findings from the 2016 Nexus Study for ease of reference. If desired, KMA can include updated recommendations addressing provisions such as the on-site affordable unit percentage, fee level and structure, off-site alternatives, and threshold for application of requirements. Findings of the 2016 Nexus Study, compliance cost analysis, survey of other programs, and policy framework established in the recently adopted ordinances applicable to unincorporated lands within the Stanford University Community Plan Area will be taken into consideration in developing recommendations.

Task 5 – Adoption Process Support and Public Meetings***a. Staff Meetings, Communications and Review of Draft Ordinances***

The task includes an allowance for as needed support to the County in the review of draft ordinances, participation in staff-level meetings and phone calls to discuss the analysis findings, proposed requirements and to plan for public meetings and presentations.

b. Public Meetings

KMA has budgeted for participation in a total of four public meetings, which may include any combination of stakeholder, community, Planning Commission, Board of Supervisors committee, or Board of Supervisors meetings. The proposed budget for these meetings includes related preparation and coordination.

Budget

KMA shall provide this scope of services on a time and materials basis within a recommended not-to-exceed budget authorization of \$39,400 as detailed in the budget estimate below.

KMA Budget Estimate by Task

	Hours			BUDGET ESTIMATE
	Principal	Manager	Admin	
Hourly Rates	\$ 250	\$ 225	\$ 80	
Analysis Tasks				
Task 1 - Housing Market Update	5	16	-	\$ 4,850
Task 2 - Compliance alternatives analysis	14	28	-	\$ 9,800
Task 3 - Other jurisdiction requirements update	2	8	-	\$ 2,300
Subtotal Analysis Tasks	21	52	-	\$ 16,950
Report, Meetings, Review and Public Process				
Task 4 - Supplemental Report	16	8	5	\$ 6,200
Task 5a - Meetings, ordinance review / input	30	-	-	\$ 7,500
Task 5b - Public Meetings (four)	32	-	-	\$ 8,000
Data purchase (market data)				\$ 750
Subtotal - Reports, Meetings, Review, Public Process	78	8	5	\$ 22,450
Total	99	60	5	\$ 39,400

Total Budget

The total amount of increase for Amendment #4 will be **\$79,400**. When combined with the original contract amount, the additional scope of services (Attachment A-1 and Attachment A-2) will result in a total, not-to-exceed budget authorization of **\$267,400**.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: Metropolitan Planning Group DBA M-Group
 (As Displayed In SAP)

Purchase Order Number:

Agency/Department Name: Department of Planning and Development
 Planning Consulting Services

Department Number: 260

Brief Description of Services:

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: \$ 350,000.00

Term of Agreement

Start Date: 04/17/2018

End Date: 06/30/2019

Note: When left blank, start date will be the date executed by Authorized County Representative

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	H	260	5255100	1181	350,000.00		100156
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

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APR 17 2018

County_00489



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Metropolitan Planning Group DBA M-Group		
Contact Person:	Geoff Bradley		
Street Address *:	307 Orchard City Drive, Suite 100		
City *:	Campbell	State: CA	Zip: 95008
Telephone number *:	(408) 340-5642 x102		
Email Address *:	gbradley@m-group.us		
SCC Vendor Number: (As Assigned in SAP)	1041604		

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency/Department:	Department of Planning and Development		
Program Manager/ Contract Monitor Name:	Sylvia Gallegos		
Street Address:	70 W. Hedding Street, East Wing, 11th Floor		
City:	San Jose	State: CA	Zip: 95110
Telephone Number:	(408) 299-5106		
Fiscal Contact (Accounts Payable Contact):	Laura Colunga		
Contract Preparer:	Sheila Peralta		



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor and County's Authorized Representative.

County Agency/Department
Manager:

DocuSigned by:

Kirk Girard

Date: 4/11/2018

County Agency/Department Fiscal
Officer:

B2D0B8985D1C4D1...

DocuSigned by:

Laura Colunga

Date: 4/11/2018

County Counsel Approval as to Form
and Legality:

56DECCBD574A489...

DocuSigned by:

Elizabeth Pianca

Date: 4/11/2018

(Signature required on *all* contracts before execution by Contractor and County
Authorized Representative)

Contractor:

DocuSigned by:

G. Bradly

47C729DB798A4AC...

Date: 4/11/2018

S. JOSEPH SIMITIAN
PRESIDENT,

BOARD OF SUPERVISORS

Date:

APR 17 2018

Office of the County Executive:

Date:

(Signature required when Board approved contract by a delegation of authority)

Attest Clerk of the Board:
MEGAN DOYLE

Megan Doyle

Date:

APR 17 2018

(Signature required when Board approved contract)



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown. No

Training: Will the County instruct the contractor on how to do the job or pay for external training? No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? Yes

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO. No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued. No

Bus Lic. # 030273 Issued by: City of Campbell

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V. No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. No

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**. ☒

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.cco.org for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors. ☐

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

^{DS}
GIB

Dept. Fiscal Officer's Signature:

^{DS}
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**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☒ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

C. PERFORMANCE STANDARDS

Metropolitan Planning Group DBA M-Group shall use all knowledge and expertise in the completion of services identified in the scope of service. M-Group represents and maintains that it is skilled in the professional calling necessary to perform the services. M-Group warrants that all employees shall have sufficient skill and experience to perform the services assigned to them.

Or See Attachment: incorporated by this reference.

D. PAYMENT SCHEDULE

Is contractor a Community Based Organization (CBO)?

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Yes ☐
No ☒

The maximum financial obligation shall not exceed \$350,000.00. M-Group shall be paid for work as described in the scope of service. M-Group shall submit invoice slips that include the name and title of staff, hours worked per invoice, hourly rate, total invoiced amount for the invoice period, cumulative total of previously billed invoices, and remaining funds (minus current invoice).

Or See Attachment: incorporated by this reference.

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COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -



Alternate Termination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- ☐ 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- ☐ 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- ☐ 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- ☐ 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- ☒ 1.00% 30 Net 45 (provides 15 days of cash acceleration)
- ☐ Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

- ☒ The following standard insurance and indemnification language is attached and incorporated into this agreement:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Insurance Exhibit Name : Exhibit B-3

☐

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

Yes

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

No

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

No

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

When "NO" is checked, this declaration will serve as a waiver for the specified type of Insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached

☐

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

☐

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

-
- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
 - 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

Exhibit Name(s)

The Exhibits named above are attached and incorporated by this reference.

Attachment A

Scope of Service

Metropolitan Planning Group (M-Group) shall provide project management services and timely processing of the 2018 Stanford General Use Permit.

Given the anticipated workload related to processing the GUP, M-Group shall notify Sylvia Gallegos, Deputy County Executive, of future engagements with other jurisdictions involving the principals on this project.

M-Group's Principal-in-Charge shall meet with all relevant stakeholders including County elected officials to understand the history and context relating to the Stanford University GUP application.

TASKS

Task 1: Project Management

M-Group's Principal-in-Charge shall serve as the Project Manager and single point of contact for the 2018 Stanford General Use Permit, which includes, but is not limited to the following:

- Establish an effective working relationship with the applicant team, County staff, and other project consultants.
- Coordination between applicant, County staff, and environmental consultant
- Lead for application processing within County established timelines
- Maintain overall Project timelines document
- Schedule, prepare agendas, and coordinate meetings
- Maintain an organized and complete project file
- Provide updates on schedule provided by County to County Stanford GUP Project Team
- Be responsive to County requests for information and project updates as requested
- Ensure overall quality assurance of work
- Effectively manage subconsultants as necessary
- Seek guidance from County staff or Counsel as needed

Task 2: Technical Review and Research

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, the County code, policies, guidelines, plans and related documents that apply to the project. M-Group shall diligently apply these rules, regulations and procedures to the proposed project.

M-Group shall assist in the analysis and preparation of all planning and environmental issues with an emphasis on housing, open space, and transportation. This includes impacts, mitigation measures, and implementing actions, including preparation of the conditions of approval.

Research into specific issues and solutions shall be conducted at the direction of County Stanford GUP Project Team.

Task 3: Environmental Review

In consultation with the County Stanford GUP Project Team, assess the project in compliance with the California Environmental Quality Act (CEQA). M-Group shall coordinate the effort to make any needed revisions to the DRAFT EIR, assist with collecting and organizing community comments, and manage the process in the preparation of the response to comments and Final EIR. This shall require very close coordination with both County staff and the ESA team.

Task 4: Community Engagement

The M-Group Project Manager, with assistance from the other M-Group team members, shall organize and implement all County-led community engagement efforts including coordination with relevant Board of Supervisors office. This may include community meetings, focus groups, presentations to community groups, coordination with other jurisdictions' elected officials and/or staff, and online noticing.

Task 5: Report or Document Preparation

Utilize the County's internal report processing protocols to initiate and prepare reports, including all applicable attachments. The M-Group Project Manager shall follow guidance and instruction from County Stanford GUP Project Team on format or other report-related procedures. The M-Group Project Manager is expected to monitor report review progress and adhere to the County's report timelines, unless otherwise directed.

Reports may be generated by the Project Manager or Deputy Project Manager or the County staff. M-Group Project Manager, with assistance as appropriate, is responsible for preparing the staff report, conditions, findings, and other related documents for the 2018 Stanford GUP application and EIR. In each case, all reports and written material shall be reviewed by the Project Manager or Deputy Project Manager for accuracy, quality, completeness and consistency with County policy goals. For matters requiring formal written communication, the Project Manager shall use applicable County templates and appropriate staff signature, to document County action, and shall consult with County Stanford GUP Project Team prior to any formal written communication.

Task 6: Presentations

The Project Manager shall be responsible for preparing and submitting for review to the County Stanford GUP Project Team, PowerPoint presentations to any public bodies including commissions or the Board of Supervisors at least five days in advance of the meeting.

Task 7: Meeting Attendance

The Project Manager is expected to attend all County or applicant-initiated meetings as required. The Project Manager (or Deputy Project Manager, in case of scheduling conflicts) shall anticipate attending Planning Commission and Board of Supervisor meetings as needed.

HOURLY RATES

M-Group Staff	Hourly Rate
Principal-in-Charge/Project Manager	\$250.00
Principal/Deputy Project Manager	\$200.00
Associate Planner	\$125.00
Assistant Planner	\$85.00

EXHIBIT B-3 (revised)

INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-3 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

EXHIBIT B-3 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

EXHIBIT B-3 (revised)

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4300015008	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	
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Maximum Financial Obligation (Prior to this Amendment):	\$ 350,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 789,032
Current Agreement End Date:	06/30/2019	New Agreement End Date:	12/31/2019

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255100	1181	439,032		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 12/18/2018

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Metropolitan Planning Group DBA M-Group
Contact Person:	Geoff Bradley
Street Address *:	307 Orchard City Drive, Suite 100
City, State, Zip *:	Campbell, CA 95008
Telephone Number *:	(408) 340-5642 x102
Email Address *:	gbradley@m-group.us
SCC Vendor Number (As Assigned In SAP):	1041604
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS	

COUNTY OF SANTA CLARA - AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Department of Planning and Development	Department Number: 260
Program Manager or Contract Monitor Name:	Sylvia Gallegos	
Street Address:	70 W. Hedding Street, East Wing, 11th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5106	
Fiscal Contact (Accounts Payable Contact):	Laura Colunga	
Contract Preparer:	Sarah Oliveira	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	DocuSigned by:  B2D0B8985D1C4D1	Date:	11/30/2018
Agency/Department Fiscal Officer:	DocuSigned by:  56DECCBD574A469...	Date:	11/30/2018
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	DocuSigned by:  120C885086C7416...	Date:	11/30/2018
Contractor:	DocuSigned by:  47C729DB798A4AC...	Date:	12/3/2018
S. JOSEPH SIMITIAN PRESIDENT <i>Board of Supervisors.</i>		Date:	DEC 1 8 2018
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	DEC 1 8 2018

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****✓ Amend Term of Agreement**

The Department of Planning and Development requests to extend the term of the contract in order to provide for any unanticipated delays related to the Stanford GUP Project.

Or see Attachment _____ as incorporated by this reference

✓ Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment 1 as incorporated by this reference

✓ Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 350,000
B.	Amount of increase or decrease: (Explain below)	\$ 439,032
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 789,032

Explanation of increase / decrease (include new payment terms if applicable):

The Department of Planning and Development requests to increase the maximum financial obligation due to an expanded scope of work requiring additional budget. Additional work tasks include:

1. Supporting the extensive process for the creation of two new affordable housing ordinances.
2. Supporting County staff in the Development Agreement process and executing a comprehensive community engagement process for this work.
3. Providing deep transportation knowledge and creation of new strategies to address the pressing transportation planning issues.

Or see Attachment 2 as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 350,000
Financial obligation in current fiscal year:	\$ 439,032
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 789,032

Insurance

✓	Insurance does not require changes
	Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment 1 – Revised Scope of Work

The following revised scope of work will provide effective project management and timely processing of the Stanford General Use Permit. The tasks will be completed on a Time & Materials basis. Due to the nature of the development review process, accurate estimates of time are difficult to establish. The scope of work will be accomplished with a team approach led by the Principal-in-Charge, assisted by a Principal, Associate and Assistant Planners.

Task 1: Project Management

M-Group's Principal-in-Charge shall serve as the Project Manager and single point of contact for the Stanford General Use Permit, which includes, but is not limited to the following:

- Proactive application processing within County established timelines
- Establish an effective working relationship with the applicant team, County staff and other project consultants
- Facilitate and coordinate meetings
- Maintain an organized and complete project file
- Provide frequent updates to the responsible County contact
- Be responsive to County requests for information and project updates as needed
- Ensure overall quality assurance of work
- Effectively manage subconsultants as necessary; and
- Seek guidance from County contact as needed

Task 2: Technical Review & Research

Review the project in compliance with applicable technical codes, including state and federal law, local zoning codes, the County of Santa Clara Code, policies, guidelines, plans and related documents that apply to the project. M-Group will diligently apply these rules, regulations and procedures to the proposed project.

M-Group will assist in the analysis of all planning and environmental issues with an emphasis on both housing and transportation. This will include impacts, mitigation measures and implementing actions.

Research into specific issues and solutions will be conducted at the direction of the County contact.

Task 3: Environmental Review

In consultation with the County contact, assess the project in compliance with the California Environmental Quality Act (CEQA). M-Group will coordinate the effort to make any needed revisions to the DRAFT EIR, assist with collecting and organizing community comments and manage the process in the preparation of the response to comments and Final EIR. This will require very close coordination with both County staff and the ESA team.

Task 4: Community Engagement

The M-Group Project Manager, with assistance from the other M-Group team members will organize and implement all County-led community engagement efforts. This may include community meetings, focus groups, presentations to community groups and on-line efforts.

Task 5: Report or Document Preparation

Utilize the County's internal report processing protocols to initiate and prepare reports, including all applicable attachments. Project Manager shall follow guidance and instruction from County Contact on format or other report-related procedures. The Project Manager is expected to proactively monitor report review progress and adhere to the County's report timelines, unless otherwise directed. Reports may be generated by the Project Manager or Deputy Project Manager or the County staff. In either case, all reports and written material shall be reviewed by the Project Manager or Deputy Project Manager for accuracy, quality, completeness and consistency with County policy goals. For matters that require a formal determination letter, the Project Manager will use applicable County templates to document County action.

Task 6: Presentations

The Project Manager shall be responsible for preparing and submitting for review to the County contact, PowerPoint presentations to any Commission(s) or the Board of Supervisors at least ten business days in advance of the meeting.

Task 7: Meeting Attendance

The Project Manager shall attend all County or applicant-initiated meetings as required. The Project Manager, or Deputy Project Manager, in case of scheduling conflicts, shall anticipate attending Planning Commission and Board of Supervisor meetings as needed.

Task 8: Housing Ordinances (New Task)

M-Group shall provide completion of Stanford related Affordable Housing Ordinances, the majority of which is now completed. This task includes preparation of the Affordable Housing Guidelines as required by the inclusionary housing ordinance.

Task 9: Development Agreement (New Task)

M-Group shall assist with the development agreement process including support of all phases of negotiation and drafting. Create and manage a broad program of community engagement including community meetings, stakeholder meetings and website creation and management.

Task 10: Transportation Planning (New Task)

M-Group shall provide clear and concise analysis of the transportation issues and related impacts, mitigation strategies from a variety of perspectives including conditions of approval, mitigation measures and community benefits. Serve as an internal resource to optimize the County's policy considerations and goals for congestion reduction and multimodal opportunities.

Attachment 2 - Budget

M-GROUP Staff	Role	Hours Per Wk.	No. of Weeks	Hours	Rate		Cost
Principal-in-Charge/ Project Manager	Overall Proj. Mgmt.	24	31	744	\$	250	\$ 186,000
Principal/ Deputy Project Manager	Manage discreet portions of project	4	31	124	\$	200	\$ 24,800
Principal Transportation Planner	Transportation Analysis General Support; staff	6	31	186	\$	160	\$ 29,760
Principal Planner	report, COAs, etc. General Support; writing,	10	31	310	\$	160	\$ 49,600
Associate Planner	research	8	31	248	\$	125	\$ 31,000
Assoc. Urban Designer	Comm. Outreach, Website	8	16	128	\$	115	\$ 14,720
Assistant Planner	General Support	24	31	744	\$	85	\$ 63,240
	TOTALS	84		2484		\$	399,120
Contingency							
10%						\$	39,912
Direct Costs (web hosting, room rentals, media ads, etc.)						\$	5,000
TOTAL BUDGET ESTIMATE						\$	439,032

- NOTES:
- 1) The tasks identified in the Scope of Work will be completed on a Time & Materials basis.
 - 2) Due to the nature of the development review process, this is a Budget Estimate only.
 - 3) Only hours worked will be billed. This time Budget Estimate is for budget setting purposes only. The actual cost will be lower or higher.
 - 4) This Budget covers project costs from December 2018 and continuing through June 2019; a 7-month time period.
 - 5) No work will be completed beyond the Budget Estimate without prior authorization.

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300015008	Amendment Number:	2	Effective Date (Will be the date executed by Authorized County Representative):	
------------------------	------------	-------------------	---	---	--

Maximum Financial Obligation (Prior to this Amendment):	\$ 789,032	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 1,276,952
Current Agreement End Date:	12/31/2019	New Agreement End Date:	12/31/2019

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255100	1181	487,920		1028
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 08/27/2019

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Metropolitan Planning Group DBA M-Group
Contact Person:	Geoff Bradley
Street Address *:	307 Orchard City Drive, Suite 100
City, State, Zip *:	Campbell, CA 95008
Telephone Number *:	(408) 340-5642 x102
Email Address *:	gbradley@m-group.us
SCC Vendor Number (As Assigned In SAP):	1041604

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS



COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

County of Santa Clara

Agency / Department:	Department of Planning and Development	Department Number: 260
Program Manager or Contract Monitor Name:	Sylvia Gallegos	
Street Address:	70 W. Hedding Street, East Wing, 11th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5106	
Fiscal Contact (Accounts Payable Contact):	Laura Colunga	
Contract Preparer:	Sarah Oliveira	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Jacqueline Onciano	DocuSigned by: <i>Jacqueline Onciano</i> 58D620AC52194DC...	Date:	8/9/2019
Agency/Department Fiscal Officer:	Laura Colunga	DocuSigned by: <i>Laura Colunga</i> 56DECCBD574A469...	Date:	8/9/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	Elizabeth Pianca	DocuSigned by: <i>Elizabeth Pianca</i> 120C885086C7416...	Date:	8/8/2019
Contractor:	Geoff Bradley	DocuSigned by: <i>Geoff Bradley</i> 47C729DB798A4AC...	Date:	8/8/2019
County Authorized Representative: S. JOSEPH SIMITIAN <i>(Procurement Department, President, Board of Supervisors; or Delegated Authority)</i>			Date:	AUG 27 2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>		Date:	AUG 27 2019

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 789,032
B.	Amount of increase or decrease: (Explain below)	\$ 487,920
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 1,276,952

Explanation of increase / decrease (include new payment terms if applicable):

The Department of Planning and Development requests to increase the maximum financial obligation due to the need for a continuation of services. The following items have resulted in the previous budgets being exhausted by the end of June 2019, and factors requiring additional budget to support on-going efforts: 1. Securing and sub-contracting with a historic resource consultant; 2. Supporting County staff in the Development Agreement process; 3. Executing a comprehensive community engagement process for this work; 4. Providing transportation planning support and creation of new strategies to address the transportation issues; 5. Coordinating and communicating with interested parties including public agencies.

Or see Attachment ³_____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

✓ Other (please explain below)

Contractor shall be solely responsible for its own travel and out-of-pocket expenses for all work included in this Second Amendment. Please see Attachment 4 Travel Claims for Contractors.

Or see Attachment ⁴_____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 789,032
Financial obligation in current fiscal year:	\$ 487,920
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,276,952

Insurance

✓

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Attachment 3 - Budget

M-GROUP Staff	Role	Hours Per Wk.	No. of Weeks	Hours	Rate	Cost
Principal-in-Charge/ Project Manager	Overall Proj. Mgmt.	24	24	576	\$250	\$144,000
Principal/ Deputy Project Manager	Manage discreet portions of project	4	24	96	\$200	\$19,200
Principal Planner	General Support; staff reports, findings, COAs	10	24	240	\$160	\$38,400
Associate Planner	General Support; writing, research	8	24	192	\$125	\$24,000
Assistant Planner	General Support	40	24	960	\$85	\$81,600
TOTALS		78		2,146		\$307,200
Contingency						
10%						\$30,720
Sub-Consultants as needed (traffic, school and/or other issues)						\$150,000
TOTAL BUDGET ESTIMATE						\$487,920

NOTES:

- 1) The tasks identified in the Scope of Work will be completed on a Time & Materials basis.
- 2) Due to the nature of the development review process, this is a Budget Estimate only.
- 3) Only hours worked will be billed. This time Budget Estimate is for budget setting purposes only. The actual cost will be lower or higher.
- 4) This Budget covers project costs from July 2019 and continuing through December 2019.
- 5) No work will be completed beyond the Budget Estimate without prior authorization.
- 6) Please note that **\$15,000** of the budget is for support of the Affordable Housing Ordinance implementation and is not attributable to the Stanford GUP project and should be paid under a separate cost center.

Attachment 4 - Travel Memo

County of Santa Clara

Finance Agency

County Government Center
70 West Hedding Street, East Wing 2nd floor
San Jose, California 95110-1705
(408) 299-5205 FAX 287-7629



Date: April 22, 2019

To: Department & Agency Heads
Department Fiscal Officers

From: Alan Minato, Finance Director ^{DS} *AM*
Miriam Singer, Chief Procurement Officer ^{DS} *MS*

Subject: Travel Claims for Contractors/Vendors

Effective July 1, 2019, contract provisions that allow travel claims to be submitted for contractors/vendors will not be included in any new County contracts. Departments that believe travel reimbursements should be covered by the County may consider incorporating those expenses in the contract fees/rates charged by the contractors/vendors at the time of negotiations. This change is effective for all new agreements with contractors/vendors approved as of July 1, 2019. All solicitations that have been advertised or will be advertised before then should be reviewed carefully to ensure consistency with this process.

If you have any questions concerning this change, please contact George Doorley at george.doorley@fin.sccgov.org.

cc: James Williams, County Counsel
Steve Mitra, Assistant County Counsel
Executive Leadership
Alice C. Bailey, Director of Procurement
George Doorley, Assistant Controller-Treasurer

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing Agreement

Purchase Order Number:	4300015008	Amendment Number:	3	Effective Date (Will be the date executed by Authorized County Representative):	
------------------------	------------	-------------------	---	---	--

Maximum Financial Obligation (Prior to this Amendment):	\$ 1,276,952	Amended Maximum Financial Obligation (If dollar amount is changing):	\$
Current Agreement End Date:	12/31/2019	New Agreement End Date:	06/30/2020

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255100	1181	.01		
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Approved: 12/17/2019

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Metropolitan Planning Group DBA M-Group
Contact Person:	Geoff Bradley
Street Address *:	307 Orchard City Drive, Suite 100
City, State, Zip *:	Campbell, CA 95008
Telephone Number *:	(408) 340-5642 x102
Email Address *:	gbradley@m-group.us
SCC Vendor Number (As Assigned In SAP):	1041604

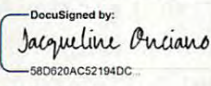
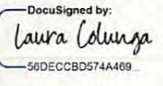

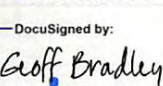
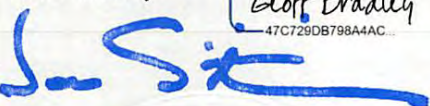

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

County of Santa Clara		
Agency / Department:	Department of Planning and Development	Department Number: 260
Program Manager or Contract Monitor Name:	Sylvia Gallegos	
Street Address:	70 W. Hedding, East Wing, 11th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5106	
Fiscal Contact (Accounts Payable Contact):	Bhama Ashok	
Contract Preparer:	Sarah Oliveira	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Jacqueline Onciano		Date:	12/3/2019
Agency/Department Fiscal Officer:	Laura Colunga		Date:	12/3/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	Elizabeth Pianca		Date:	12/3/2019
Contractor:	Geoff Bradley		Date:	12/3/2019
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>	 S. JOSEPH SIMITIAN		Date:	DEC 17 2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest:  Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:		DEC 17 2019

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

Reason(s) for Amending the Service Agreement

✓ Amend Term of Agreement

The Department of Planning and Development requests to amend the term of the Agreement with Metropolitan Planning Group (M-Group) to allow for additional time for M-Group to assist the County with completing potential amendments to the Stanford Community Plan. Prior to the withdrawal by Stanford University of the proposed new Stanford General Use Permit (GUP), the Board of Supervisors was also considering associated amendments to the Stanford Community Plan. The Stanford Community Plan is a component of the County General Plan that provides oversight policies for development on the Stanford Campus. As the proposed Stanford Community Plan Amendments included numerous updates to the Community Plan that are applicable to both current development under the existing General Use Permit (2000 GUP) as well as any future modifications to the GUP, the Administration is evaluating continuing work on completing the proposed Stanford Community Plan Amendments.



Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 1,276,952
B.	Amount of increase or decrease: (Explain below)	\$ 0.00
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 1,276,952

Explanation of increase / decrease (include new payment terms if applicable):

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 789,032
Financial obligation in current fiscal year:	\$ 487,920
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 1,276,952

Insurance

✓

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

40027111

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed In SAP)	Seifel Consulting Inc.		
Purchase Order Number:	4400007560		
Agency/Department Name:	Office of the County Executive	Department Number:	
Brief Description of Services:	Housing consulting services related to the 2018 Stanford General Use Permit Application and Stanford Community Plan amendments.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$100,000
--	-----------

Term of Agreement

Start Date: & \$ # ! " %	End Date: 06/30/2019
Note: When left blank, start date will be the date executed by Authorized County Representative	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	Select	260	5255500	1181	\$100,000		
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Seifel Consulting Inc.				
Contact Person:	Libby Seifel				
Street Address *:	369 Pine Street, Suite 350				
City *:	San Francisco	State:	CA	Zip:	94104
Telephone number *:	(415) 618-0700				
Email Address *:	libby@seifel.com				
SCC Vendor Number: (As Assigned in SAP)					

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

County of Santa Clara

Agency/Department:	Office of the County Executive				
Program Manager/ Contract Monitor Name:	Sylvia Gallegos				
Street Address:	70 W. Hedding Street, East Wing, 11th Floor				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(408) 299-5106				
Fiscal Contact (Accounts Payable Contact):	Bhama Ashok				
Contract Preparer:	Kyle Larson				



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: 5A8BA4DA83DF41D...	Date:	8/23/2018
County Agency/Department Fiscal Officer:	DocuSigned by: Laura Colunga 56DECCBD574A469...	Date:	8/23/2018
County Counsel Approval as to Form and Legality:	DocuSigned by: Elizabeth Pianca 120CB85066C7416...	Date:	8/22/2018
<i>(Signature required on all contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: Libby Seifert RCA1B483F78F4AF...	Date:	8/24/2018
County Authorized Representative:	DocuSigned by: Andrew Zawoycki 201CB837191846B...	Date:	& \$ # ! "%
for Miriam Singer, CPO			
<i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>			
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**

No

Training: Will the County instruct the contractor on how to do the job or pay for external training?

No

Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?

No

Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc?

No

Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.

No

Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?

No

Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.)

No

Enter below the business license number and the city/entity where issued.

Bus Lic. # 0953845

Issued by: City and County of San Francisco

Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.

No

Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.

Yes

If at least 5 of the above questions were answered "**NO**", Contractor is an **Independent Contractor**.



If 5 or more of the above questions were answered "**YES**", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.



Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

DS
LS

Dept. Fiscal Officer's Signature:

DocuSigned by:

Laura Colunga

56DECCBD574A469...



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☒ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE

Or ☒ See Attachment: A incorporated by this reference.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

C. PERFORMANCE STANDARDS

Or ☒ See Attachment: A incorporated by this reference.

D. PAYMENT SCHEDULE

Notes:

- All reimbursements for travel shall comply with the current County Travel Policy
- Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐
No ☒

Or ☒ See Attachment: A incorporated by this reference.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

(6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) **Material Breach:** Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) **Subcontractors:** Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -



Alternate Termination Language Attached As Exhibit
(Requires County Counsel Approval)

, incorporated by this reference.

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County. Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS / RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County, **excluding computer models previously developed by Contractor**. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

"County Data" shall mean data and information received by Contractor from County. As between Contractor and County, all County Data shall remain the property of the County. Contractor shall not acquire any ownership interest in the County Data. Contractor shall not, without County's written permission consent, use or disclose the County Data other than in the performance of its obligations under this Agreement. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County data upon termination of this Agreement. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge the County for any expenses associated with Contractor's compliance with the obligations set forth in this section.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – describe payment terms for CBO's in Section V. PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | 2.25% 10 Net 45 (provides 35 days of cash acceleration) |
| <input type="checkbox"/> | 2.00% 15 Net 45 (provides 30 days of cash acceleration) |
| <input type="checkbox"/> | 1.75% 20 Net 45 (provides 25 days of cash acceleration) |
| <input type="checkbox"/> | 1.33% 25 Net 45 (provides 20 days of cash acceleration) |
| <input type="checkbox"/> | 1.00% 30 Net 45 (provides 15 days of cash acceleration) |
| <input checked="" type="checkbox"/> | Net 45 (full payment) |

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE / INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE



The following standard insurance and indemnification language is attached and incorporated into this agreement:



COUNTY OF SANTA CLARA SERVICE AGREEMENT

Insurance Exhibit Name : B-2A Standard Service Contracts Between \$50,001 and \$100,000

☐

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation:

Does the contractor have employees?

If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.

No

Owned Auto Insurance:

Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.

No

Hired Auto Insurance:

Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?

If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.

No

Non-owned Auto Insurance:

Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?

If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.

No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached

☐

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

B. State Required Language Attached

☐

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

	Exhibit Name(s)	Attachment A to the Service Agreement between Seifel Consulting and the County of Santa Clara A-1 Proposed Work Program and Schedule, and A-2 Proposed Budget by Task B-2A Insurance Requirements for Standard Service Contracts Between \$50,001 and \$100,000
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The Exhibits named above are attached and incorporated by this reference.

**ATTACHMENT A to Service Agreement between
Seifel Consulting Inc. and the County of Santa Clara**

A. Service Description and Expected Outcome (Scope of Service)

Contractor's Proposed Work Program and Schedule submitted in response to the Request for Proposal for Consulting Housing Services for the 2018 Stanford General Use Permit application (RFP-CEO-FY18-0251) is attached and incorporated by reference into this Agreement (Exhibit A-1). The scope of service shall include the services listed below and any additional services identified and described in Contractor's Proposed Work Program and Schedule.

Contractor's Principal-in-Charge shall serve as the Project Manager and single point of contact for Contractor's work on the 2018 Stanford General Use Permit (GUP) application. Contractor's Project Manager (or Deputy Project Manager, in case of scheduling conflicts) is expected to attend all County or applicant-initiated meetings as required. Given the anticipated workload related to processing the GUP, Contractor shall notify Sylvia Gallegos, Deputy County Executive, of future engagements with other jurisdictions involving principals on this project.

1. Project Understanding and Initiation:

- a. Contractor shall coordinate with County staff to develop understanding of housing issues related to the Stanford GUP.
- b. Contractor shall review documents including but not limited to the County Housing Element, Stanford Community Plan, previous GUP approvals, Stanford GUP Application, Draft EIR, Affordable Housing Nexus Studies and relevant staff reports.
- c. Contractor shall attend kick off meeting with County staff to discuss challenges and opportunities in addressing Stanford GUP housing impacts anticipated by the Stanford GUP.
- d. After completion of research and meeting with County staff, Contractor shall prepare and present statement of understanding at subsequent meeting.

Deliverables: Meeting attendance with staff (2)

2. Strategy Development:

- a. Contractor shall provide a range of innovative housing strategies and implementation measures to satisfy the direct housing demand, including the need for affordable housing, created by students, faculty, and staff as a result of the development authorized under the 2018 GUP.
- b. Contractor shall evaluate and propose strategies for on-campus and off-campus market-rate and affordable housing development and/or in-lieu impact fee options reflecting housing supply and demand forces in the region. Meet with County staff to discuss proposed strategies and implementation (up to 4 meetings).
- c. Contractor shall be available for as-needed consultation with County staff via meetings or teleconferences. Assume an average of two hours per week over a six-month timeframe.

Deliverables:

- i. Meeting attendance with staff (up to 4)
- ii. Housing Strategies memo with preferred options and proposed implementation measures. (Admin Draft, Screen Check and Final)

3. Outreach:

- a. Contractor shall assist County staff with an outreach program to inform and engage with stakeholders, including Stanford University, about the key elements of the preferred housing strategies and implementation measures. This would include small group meetings, public presentations and community meetings.
- b. Contractor shall develop key points with summary and description of intent and purpose.

Deliverables:

- i. Coordination meetings with staff (2)
- ii. Meetings with stakeholders and summary memo of input received for each meeting (6 meetings or more as needed)
- iii. Housing Strategy Summary (Admin Draft, Screen Check and Final)

4. Documentation:

- a. Contractor shall provide clear and concise written narratives of the selected housing strategies, implementation measures and information to serve as the basis for recommended conditions of approval appropriate for the 2018 GUP, supported as necessary by any relevant case studies, examples or research. This will be a standalone report and incorporated into County prepared materials for the 2018 GUP permitting process.

Deliverables:

- i. Coordination meetings with staff (4 or more as needed)
- ii. Housing Strategy Report

5. Public Process

- a. Contractor shall assist County staff with any additional information requests for both the Planning Commission and Board of Supervisors public hearings. Attend public hearings and present findings and recommendations for the preferred housing strategy.

Deliverables:

- i. As-needed requests for information
- ii. PowerPoint Presentation for Public Hearings
- iii. Attendance at Public Hearings (2 or more as needed)

6. Additional Services

Contractor shall provide additional services upon request and approval by the County and the Contractor within a separate additional services budget to be mutually agreed upon, which may include, but are not limited to:

- b. Preparation of additional analysis or written products, as mutually agreed upon.
- c. Preparation of additional advisory services, as mutually agreed upon.
- d. Preparation of presentations for and/or participation in additional meetings beyond those described above.

- e. Review and advisement on other related issues and/or documents as needed.

B. Timeline

The schedule for work products shall be established during the initial meetings and conference calls between the Contractor and County staff. The work program and budget for this project assumes completion in January 2019.

C. Contract Rates and Payment Schedule

The maximum compensation payable by the County to Contractor under this Agreement shall not exceed \$100,000. Contractor's Proposed Budget by Task, submitted in response to the Request for Proposal for Consulting Housing Services for the 2018 Stanford General Use Permit application (RFP-CEO-FY18-0251) and revised, is attached and incorporated by reference into this Agreement (Exhibit A-2).

1. Hourly Rates and Modifications

Contractor shall be compensated for services rendered to the County and/or expenses incurred in accordance with Exhibit A-2, including the following professional hourly rates:

Contractor Hourly Billing Rates	
Principal-in-Charge / Project Manager	\$260
Sr. Managing Consultant / Deputy Project Manager	\$200
Consultant	\$130
Analyst	\$120
Research Analyst	\$110
Administrative Support	\$85

The County and the Contractor may, as needed and upon mutual agreement in writing, modify budget line-item maximums and/or billable hourly rates identified in Exhibit A-2, to reflect the service delivery needs of the County without exceeding the maximum financial obligation of this agreement.

2. Invoicing and Documentation of Contractor Costs

Contractor shall provide the County with a monthly invoice which shall be in a form that is acceptable to the County and shall include all supporting data and documentation required by the County. The invoice shall be accompanied by a detailed summary of activities undertaken over the course of the preceding month. Contractor shall certify, and the County may independently verify that the costs billed were actual, reasonable, and necessary.

Exhibit A-1

B. Proposed Work Program and Schedule

The purpose of this work program is to advise the County of Santa Clara (County) related to its negotiations with Stanford University regarding affordable housing mitigation measures for the 2018 General Use Permit (GUP) Application. A key focus of the work program is to recommend the conditions that the County will apply as part of the approval process for the 2018 GUP Application.

In performance of this work program, Seifel will provide the County with ongoing, independent and professional review of housing issues related to the GUP Application, including the provision of innovative housing strategies, pathways to implementation and recommended conditions of approval appropriate for the 2018 GUP.

At Seifel, we tailor our approach to individual assignments based on the nature and needs of the particular work effort, and through ongoing communication with clients such as the County. At the initiation of this project, Seifel will organize and facilitate a kick off work session to discuss the primary goals and objectives for the assignment, refine our proposed work program, review our initial information needs request, and discuss key questions regarding the assignment. In order that our work effort may be as efficient and effective as possible, we will seek review and approval at key project milestones. Through this practice, we will keep the County informed, ensure that our efforts align with project expectations, and discuss policy choices that arise.

Given the advisory nature of the proposed work program, the proposed work program may need to evolve as work continues and the need for future work products may need to be refined. For this reason, we will collaborate closely with the County to ensure that our work effort best meets the County's objectives throughout this assignment.

Seifel staff are skilled in approaching new assignments, overcoming project challenges and are committed to producing results. Our integrated approach to strategic planning, economic analysis and project management is the key to our successful track record. For this project, firm President, Libby Seifel, would be responsible for overall leadership, strategic management and project execution. Depending on the scope, project coordination and management of individual tasks may be performed by Senior Managing Consultant Kohki Shiga and/or Shay Fitzpatrick. Our staff would collaborate together to perform research, undertake financial analysis and develop work products in order to recommend strategies and implementation measures that may be imposed as part of the GUP. (See the proposed staff organizational chart, above.)

Task 1. Project Understanding and Initiation

We will initiate our work program with a kickoff meeting to review the proposed work tasks and to discuss how they can most efficiently and effectively be implemented. The key focus of this initial meeting will be to:

- Discuss challenges and opportunities in addressing Stanford GUP housing impacts anticipated by the Stanford GUP.
- Review and refine the scope of services based on a mutual understanding of the underlying goals, priorities and parameters of the work program.
- Determine how each work task can best be accomplished and allocate responsibilities among County staff and Seifel to ensure the timely and efficient completion of each step.
- Review the proposed timeline for completion of each task and establish a schedule for the assembly of information and the preparation of draft documents.
- Schedule follow-up calls or meeting(s) to discuss work progress.

The key focus of our work effort under this task will be to:

- Coordinate with County staff to develop understanding of housing issues related to the Stanford GUP.
- Review documents, including but not limited to the County Housing Element, Stanford Community Plan, previous GUP approvals, Stanford GUP Application, Draft EIR, Affordable Housing Nexus Studies and relevant staff reports.
- Prepare and present a statement of understanding of the work program at a subsequent meeting with County staff, after completion of research and the initial kick-off meeting.

Meetings/Deliverables:

- *Meeting attendance with staff (2)*
- *Statement of understanding of work program*

Task 2. Strategy Development

The purpose of this task is to work with County staff to develop and recommend strategies and implementation measures that may be incorporated in to the GUP:

- Provide a range of innovative housing strategies and implementation measures to satisfy the direct housing demand, including the need for affordable housing, created by students, faculty, and staff as a result of the development authorized under the 2018 GUP.
- Evaluate and propose strategies for on-campus and off-campus market-rate and affordable housing development and/or in-lieu impact fee options reflecting housing supply and demand forces in the region.
- Prepare for and attend meetings with County staff to discuss proposed strategies and implementation.
- Provide as-needed consultation via meetings or teleconferences with County staff. (This will include coordination calls as needed to ensure the work is accomplished effectively.)

- Optionally, retain advice from outside experts on affordable housing and community benefit strategies that have been successfully utilized at other educational campuses.¹

Meetings/Deliverables:

- *Meeting attendance with staff (up to 4) and participation in regularly scheduled conference calls over six-month period (up to 48 hours, assuming 2 hours per week).*
- *Housing Strategies memo with preferred options and proposed implementation measures. (Admin Draft, Screen Check and Final)*

Task 3. Outreach

The purpose of this task is to assist County staff in providing information to community stakeholders and gathering their input at small group meetings, public presentations and community meetings:

- Assist County staff with an outreach program to inform and engage with stakeholders, including Stanford University, about the key elements of the preferred housing strategies and implementation measures.
- Develop key points with summary and description of intent and purpose.

Meetings/Deliverables:

- *Coordination meetings with staff (2)*
- *Meetings with stakeholders and summary memo of input received for each meeting (6 meetings or more as needed)*
- *Housing Strategy Summary, which will build upon the memo prepared in Task 2 (Admin Draft, Screen Check and Final)*

Task 4. Documentation

The purpose of this task is to develop the Housing Strategy Report, which will incorporate and summarize the work performed under the prior tasks. The Housing Strategy Report will be a stand-alone report and incorporated into County prepared materials for the 2018 GUP permitting process that will:

- Provide clear and concise written narratives of the selected housing strategies, implementation measures and information to serve as the basis for recommended conditions of approval appropriate for the 2018 GUP, supported as necessary by any relevant case studies, examples or research.

Meetings/Deliverables:

- *Coordination meetings with staff (4 or more as needed)*
- *Housing Strategy Report, which will leverage work products in Task 2 and 3 (Admin Draft and Final)*

¹ To inform the development of the proposed mitigation measures for Stanford University, we will research affordable housing mitigation measures being undertaken by other major universities that are expanding or have expanded their Campus, particularly in areas with high-housing costs. For example, Columbia University entered into a Community Benefits Agreement with representatives of West Harlem in 2009 related to its Campus expansion that included an affordable housing program. This task may include assembling a team of advisors with particular expertise in University expansions and/or affordable housing programs associated with Universities.

Task 5. Public Process

- Assist County staff with any additional information requests for both the Planning Commission and Board of Supervisors public hearings.
- Attend public hearings and present findings and recommendations for the preferred housing strategy.

Meetings/Deliverables:

- *Respond to requests for information from the Planning Commission and Board of Supervisors*
- *PowerPoint Presentation for Public Hearings*
- *Attendance at Public Hearings (2 or more as needed)*

Task 7. Additional Services

This scope of services is based on our initial understanding of our role and tasks to be performed for this assignment. Seifel will provide additional services upon client approval and within a separate additional services budget to be mutually agreed upon, which may include, but are not limited to:

- Prepare additional analyses or written products, as mutually agreed upon.
- Provide additional advisory services, as mutually agreed upon.
- Prepare presentations for and/or participate in additional meetings beyond those described above.
- Conduct extensive review of supporting data.
- Review and advise on other related issues and/or documents as needed.

These additional services will be billed on a time and expenses basis based on the attached billing rates.

Schedule and Work Products

We will provide work products (deliverables) as needed throughout the performance of this contract and outlined above, which will consist of electronic correspondence, tables and a memorandum, as needed. All work products will be submitted in electronic PDF format to the County, with the understanding that all work is confidential unless released by the County.

The schedule for work products will be established during the initial meetings and conference calls. However, we anticipate completing our initial findings and summary recommendations within two to three months upon contract execution, depending on how quickly information can be gathered from the County team and the internal review process for the County. The work program and budget for this project assumes completion in January 2019.

Exhibit A-2

**Proposed Budget by Task (Sample Budget for Basic Services)
Santa Clara County Housing Consulting Services**

Task Descriptions	Seifel Budget	Budget				Hours			
		President	Sr. Man.Cons.	Consultant	Support	President	Sr. Man.Cons.	Consultant	Support
1. Project Understanding and Initiation	\$ 6,700	\$ 3,640	\$ 1,200	\$ 1,300	\$ 510	14	6	10	6
2. Strategy Development	\$ 37,700	\$ 26,000	\$ 2,400	\$ 5,200	\$ 4,080	100	12	40	48
3. Outreach	\$ 18,500	\$ 10,400	\$ 2,400	\$ 3,640	\$ 2,040	40	12	28	24
4. Documentation	\$ 14,400	\$ 7,800	\$ 800	\$ 3,120	\$ 2,720	30	4	24	32
5. Public Process	\$ 8,400	\$ 4,160	\$ 800	\$ 2,080	\$ 1,360	16	4	16	16
Subtotal- Labor	\$ 85,700	\$ 52,000	\$ 7,600	\$ 15,340	\$ 10,710	200	38	118	126
Expenses	\$ 1,000								
Basic Services	\$ 86,700								

** Expenses will be billed on a direct reimbursable basis, to the proposed budget.

Professional labor budget based on following professional hourly rates:

<u>Seifel Consulting Inc. Billing Rates</u>	
Elizabeth Seifel, President	\$260
Kohki Shiga, Sr. Managing Consultant	\$200
Consultant	\$130
Administrative Support	\$85

Seifel Consulting Inc.

Page 20

Exhibit A-2

Seifel Consulting Inc Billing Rates

Seifel Consulting Inc. bills on a time and materials basis, using the following rates for 2018. Billing rates are subject to annual revision.

Seifel Hourly Rates (Time)

President	\$260
Senior Managing Consultant	\$200
Consultant	\$130
Analyst	\$120
Research Analyst	\$110
Administrative Support	\$85

Contract Terms

Expenses (Materials)

Seifel Consulting Inc. bills expenses as follows:

- In order to lessen time-consuming paperwork and processing costs, a 2% overhead charge will be added to each invoice to cover a portion of reimbursable expenses, including phone charges, in-house photocopying/printing, delivery charges and miscellaneous other charges under \$25. Other costs as itemized below, which differ significantly by client will continue to be billed separately.
- Photocopying/report reproduction charges with a combined total exceeding \$25 per month will be billed at 10 cents per black & white single-sided letter page (20 cents for a ledger-sized page) and one dollar per color single-sided letter page (two dollars for a ledger-sized page), except for bulk reproduction of reports, which is charged on a direct reimbursable basis.
- Delivery service charges above \$25 per month will be billed at cost.
- Travel costs will be billed on a direct reimbursable basis. Automobile mileage charges will be billed based on the Internal Revenue Service Optional Standard Mileage Rate. Other travel and per diem expenses, including airfare, automobile rental and hotel (if necessary) are charged at actual cost.

~~Interest on all outstanding invoices that are past 30 days will be calculated based on a 10% yearly rate or a daily rate of .0274%.~~

DS
LS

9/7/2018

Exhibit A-2

D. Contract Provisions

Per instruction from the County's RFP-CEO-FY18-0251, the following items are attached as appendices to this proposal:

- Signed copies of the following RFP Appendices:
 - Appendix A: Non-Collusion Declaration
 - Appendix B: Proposer's Terms and Conditions
 - ~~Appendix C: Declaration of Local Business~~
 - Not included; Seifel Consulting is NOT a local business to Santa Clara County
 - Appendix D: Declaration of Compliance with Wage Theft Prevention Policy
- Copy of insurance declaration evidencing Seifel Consulting Inc.'s ability to meet the insurance certificate and other applicable insurance requirements in accordance with the provisions listed in RFP Attachment B ("Insurance Requirement")

Statement of Acceptance of the County's Travel Policy

Seifel Consulting accepts the County's Travel Policy.

EXHIBIT B-2A (Revised)

INSURANCE REQUIREMENTS FOR
STANDARD SERVICE CONTRACTS
BETWEEN \$50,001 AND \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2A (Revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$1,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Personal Injury liability
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2A (Revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one hundred thousand dollars (\$100,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2A (Revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

County of Santa Clara

Travel Policy

Quick Reference Guide for Contractors



Introduction

County service agreements and contracts shall be written to comply with the County Travel Policy when terms include travel provisions for contractors whose travel expenses are paid by the County. This is required with the exception of a grant policy that specifically indicates that a different policy shall apply.

Guiding Principles

Payments of travel expenses are limited to training and business purposes that benefit the County. All expenses incurred while on County business should reflect reasonable and prudent use of public funds. Contractors should choose the most efficient, direct and economic travel options required by the occasion.

Travel Authorization

Travel expenses submitted by contractors are reimbursable by the County through a written contractual obligation signed by both parties. Contractors are obligated to follow the policies and procedures described therein.

Contractors shall ensure that all travel on behalf of the County is necessary and allowable prior to making any reservation or embarking on the trip.

The department contractor monitor approving the travel expenses shall determine:

1. If the trip is necessary
2. If the business reason for the trip is justified
3. If the business purpose could be accomplished by telephone, email or other means
4. If the estimated cost justifies the trip

Reservations for Airfare and Car Rental

Depending on the language in the contract, reservations required for travel by contractors can be arranged through the County's designated travel agency whenever practicable or by contractors when lowest available rate can be obtained and price is comparable to those obtained from the County's travel agency.

Reimbursable Travel Costs

Reimbursable travel costs are limited to those that are actual and necessary. When arranging for travel, contractors should consider any special rates, promotions, etc., which would reduce County cost. For example, some special rates are available to those who are traveling on government business.

Transportation Costs

In determining the mode of transportation, contractors should consider relative costs, time efficiencies, and the number of people traveling together. The County will reimburse

contractors for standard coach airfare at the lowest available rate, and reasonable and actual add-on airline fees when submitted with receipt(s).

Contractors who use private vehicle for traveling on County business will be reimbursed at the current IRS published rate. When traveling to a destination with scheduled airline service, the mileage payment may not exceed the equivalent coach class airfare plus avoided mileage to/from airport and local airport long term parking cost. Rental car rates should be comparable to State rental car contract with low base rates. Reimbursement is limited to standard sedan or vehicle commensurate with the requirement of the trip with proper approval. The rental car must be turned in promptly at conclusion of the travel. Additional daily charges will not be reimbursed. Current proof of auto insurance must be provided when requesting mileage or rental car reimbursement for County business.

Travel Insurance

Contractors assume all risks and expenses associated with obtaining insurance deemed necessary when using private vehicles or rental vehicles for business-related travel. The cost of such insurance is not reimbursable. It is the contractors' responsibility to protect against damage to their vehicles and legal liability in the form of insurance that complies with the State of California law and Insurance Code.

Lodging Costs

Lodging expenses will be reimbursed at the actual expenses up to the federal per diem rate plus hotel tax. Itemized receipt must be provided.

Meal Costs

Meals on authorized County business will be reimbursed at the federal meal per diem rate.

Federal Per Diem Rate

For Travel within the Continental US, use rate listed on <http://www.gsa.gov/>

- Includes 48 contiguous states and District of Columbia high cost locations
- Applies to short term travel (29 days or fewer)
- Use County Code (www.naco.org) search when the city is not listed and to identify if the city is in a high cost county
- If neither city nor county is listed, use CONUS standard lodging/meal rate

Incidental and Other Reimbursable Expenses

Reasonable and necessary costs for other travel expenses will be reimbursed when supported by itemized receipts (if more than \$10) or other appropriate documentation. Incidental expenses incurred will be reimbursed up to GSA limit (currently at \$5 per day)

Non-reimbursable Expenses include:

Travel and related expenses performed outside the scope of contract agreement will be denied. This includes, but not limited to:

1. Expenses incurred prior to the execution of the agreement
2. Expenses incurred after the expiration of the agreement
3. During the term of the agreement, but without proper approval by the department contract monitor
4. Travel costs in excess of those allowed within the County Travel Policy or those prescribed by the contract
 - If official business travel is interrupted for personal convenience, any resulting additional expenses shall be borne by the contractor.
 - Airfare exceeding the lowest available price for standard coach class
 - Parking and traffic violations
 - Mileage for County vehicle
 - Mileage for commute to work
 - Emergency repairs for non-County vehicles
 - Insurance not provided for under the Travel Policy
 - Car rental service option and small vehicle insurance
 - Tips exceeding guidelines
 - Airline club membership or credit card fees
 - Refreshments, snacks, alcoholic beverages
 - Personal travel expenses
 - Medicinal remedies, health supplies, cosmetics
 - Personal entertainment, e.g. in-room movies
 - Childcare fees or kennel/boarding fees
 - Short term airport parking exceeding long term rate
 - Incidental expenses that are to be of personal nature, extravagant, or might be considered to be unreasonable or unnecessary

Final Accounting for the Trip

A final accounting for the trip must be provided to the department within 21 days after the end of the trip. Travel reimbursement submitted after six months from the travel end-date will not be reimbursed.

Travel Receipts

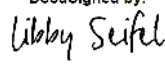
If the agreement has a provision for travel reimbursement, the contractors' travel expenses submitted for reimbursement must be substantiated by valid receipts or other appropriate written evidence that show the following:

- Name of the establishment
- Location of the establishment
- Date(s) the expense(s) incurred
- The type of expenses, and
- The amount of the expenses

The following documentation, when applicable, must be included with each travel expense report:

- Airline ticket - the invoice, e-ticket, or the original passenger copy of the airline ticket
- Lodging - the itemized lodging receipt
- Automobile rental - the original rental receipt
- Other expenses: for all other expenses, the original receipt must be provided for any single item costing \$10 or more
- Other required documentation as specified in the contract

I agree to this Travel Policy

DocuSigned by:

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9/6/2018

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400007560	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	07/01/2019
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Maximum Financial Obligation (Prior to this Amendment):	\$ 100,000	Amended Maximum Financial Obligation (If dollar amount is changing):	\$
Current Agreement End Date:	06/30/2019	New Agreement End Date:	12/31/2020

For County Use Only – SAP

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	260	5255500	1181	.01		100156
Line 2	Select...						
Line 3	Select...						
Line 4	Select...						
Line 5	Select...						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	Seifel Consulting Inc.
Contact Person:	Libby Seifel
Street Address *:	369 Pine Street, Suite 350
City, State, Zip *:	San Francisco, CA 94104
Telephone Number *:	(415) 618-0700
Email Address *:	libby@seifel.com
SCC Vendor Number (As Assigned In SAP):	1020013

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS


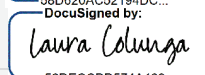



REQ# 40028091

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Department of Planning and Development	Department Number: 260
Program Manager or Contract Monitor Name:	Rob Eastwood	
Street Address:	70 W. Hedding Street, East Wing, 7th Floor	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 299-5792	
Fiscal Contact (Accounts Payable Contact):	Bhama Ashok	
Contract Preparer:	Sarah Oliveira	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	Jacqueline Onciano		Date:	5/10/2019
Agency/Department Fiscal Officer:	Laura Colunga		Date:	5/10/2019
County Counsel Approval as to Form and Legality: <i>(Signature required on <u>all</u> contracts before execution by Contractor or County Authorized Representative)</i>	Elizabeth Pianca		Date:	5/10/2019
Contractor:	Libby Seifel		Date:	5/10/2019
County Authorized Representative: <i>(Procurement Department, Board of Supervisors, or Delegated Authority)</i>	Theresa Therilus		Date:	6/19/2019
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>			Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Assistant Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>		Date:	

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****✓ Amend Term of Agreement**

Continuation of housing consultant services related to the 2018 Stanford General Use Permit Application, Stanford Community Plan amendments, and other additional housing consulting services as needed.

Or see Attachment _____ as incorporated by this reference

Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Or see Attachment _____ as incorporated by this reference

Amend Maximum Financial Obligation

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 100,000
B.	Amount of increase or decrease: (Explain below)	\$
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 100,000

Explanation of increase / decrease (include new payment terms if applicable):

Or see Attachment _____ as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Amend Standard Provisions**

Or see Attachment _____ as incorporated by this reference
 Or Section VI. Standard Provisions is replaced in its entirety by Attachment _____

Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 100,000
Financial obligation in current fiscal year:	\$
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 100,000

Insurance

✓

Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.