



City Council

Regular Meeting Agenda

<i>Mark Turner</i>	-	<i>Mayor</i>
<i>Marilyn Librers</i>	-	<i>Mayor Pro Tem</i>
<i>Soraida Iwanaga</i>	-	<i>Council Member</i>
<i>Yvonne Martínez Beltrán</i>	-	<i>Council Member</i>
<i>Miriam Vega</i>	-	<i>Council Member</i>

Wednesday, September 3, 2025

6:00 p.m.

**Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA 95037**

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or participate by teleconference/video conference. Information on how the public may observe and participate in the meeting is below.

MEETING PARTICIPATION

Morgan Hill City Council meetings are held in person. The community may attend in person or via Zoom (video/teleconference). The meetings are also live-streamed on the City's website and Facebook page.

As a courtesy, and technology permitting, members of the public may attend online. However, the City cannot guarantee that the public's access to online technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Ralph M. Brown Act, the meeting will continue despite technical difficulties for participants using the online option.

Those wishing to participate in the meetings remotely must register in advance at <https://bit.ly/CityCouncilZoomRegistration>. Additionally, Zoom participants must be running the latest version or will be required to update to the latest version before being able to join the meeting remotely.

Remote participation is also available by calling (669) 900-9128 and entering webinar id: 873 3200 8380#. Dial *9 to raise your hand, and be called upon to speak for up to 3 minutes. Dial *6 to unmute.

PUBLIC COMMENT

Public comment may be offered verbally at the meeting or in writing before the meeting. Public comment is limited to three minutes, but the Mayor may adjust time limits for individual or total comments while ensuring all viewpoints are heard, encouraging speakers to avoid repetition, and allowing a designated spokesperson for organized support or opposition to present longer if needed.

Those attending remotely may only offer public comment for items on the agenda in one of four categories:

- Consent Calendar
- Other Business
- Public Hearings
- Closed Session

Public comment will be heard from those attending in person first with the submission of a speaker card. Once that is complete, we will move to those on Zoom that have their hand raised. Following public comment from Zoom, we will close the public comment period for that item.

Remote public comment for items not on the agenda will not be accepted.

Written public comment may be submitted to the City Clerk:

- In person at the City Council Meeting;
- Via email to ccpubliccomment@morganhill.ca.gov; or
- Hand delivered or mailed to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037

Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) so that your comments can be submitted to the members of the City Council with sufficient time to review them. You may continue to provide written comments up to noon on Wednesday (the day of the meeting), although Council Members may not have sufficient time to review them before the meeting. Public comments submitted to the City Clerk after noon (12:00 p.m.) the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website. It is recommended that you do not include any personal information that you do not want to be posted on the web. Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259 or by email at cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two full business days before the start of the meeting.

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Proclaiming September as National Preparedness Month

Proclaiming September as Childhood Cancer Awareness Month

Proclaiming October 1, 2025 as Clean Air Day

CITY COUNCIL REPORTS

Council Member Iwanaga

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

This opportunity for public comment is for items that are not on the agenda. If you would like to make comments on an item that is on the agenda, please wait until we

get to that item to offer your comments. Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. Public comment is intended for comments. Questions posed during public comment are not generally answered. If you have questions, please send them to the City Clerk at ccpubliccomment@morganhill.ca.gov to receive a response. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

1. **APPROVE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR THE 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS**

Recommendation:

1. Authorize the City Manager to execute and administer the Agreement with the County of Santa Clara for the 2024 Emergency Management Performance Grant; and
2. Adopt resolution amending the Fiscal Year 2025-26 Budget to recognize revenue and appropriate related expenditures, in the amount of \$13,250 from the General Fund.

2. **APPROVE AMENDMENTS TO ENGINEERING-RELATED CONSULTANT AGREEMENTS FOR CAPITAL IMPROVEMENT PROGRAM PROJECT DESIGN, TOPOGRAPHIC SURVEY AND CONSTRUCTION STAKING SERVICES**

Recommendation:

Approve and authorize the City Manager to execute and administer four engineering-related consultant amendments:

1. First Amendment to Harris and Associates, Inc. to increase the amount from \$519,000 to \$919,000;
2. First Amendment to Associated Engineering-Surveying Service, Inc. doing business as Hanna-Brunetti to increase the amount from \$144,000 to \$544,000;
3. First Amendment to Ruggeri-Jensen-Azar (RJA) to increase the amount from \$39,000 to \$439,000; and

4. First Amendment to MNS Engineers, Inc. to increase the amount from \$39,000 to \$439,000.

3. **APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE MULTI-JURISDICTIONAL COMPOSTING EDUCATION PROGRAM**

Recommendation:

1. Authorize the City Manager to execute, administer and make minor modifications with the approval of the City Attorney to the Memorandum of Understanding for the Multi-Jurisdictional Composting Education Program; and
2. Adopt resolution amending the FY2025-26 Budget to appropriate an additional \$116,893 to the City's Countywide Solid Waste Program (Fund 246).

4. **APPROVE THE AUGUST 20, 2025 AND AUGUST 27, 2025 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the August 20, 2025 and August 27, 2025 City Council Meeting Minutes.

5. **AWARD EAGLE VIEW WELL #1 DEVELOPMENT PROJECT CONTRACT TO ZIM INDUSTRIES, INC. IN THE AMOUNT OF \$797,364**

Recommendation:

1. Approve the Eagle View Well #1 Development Project plans and specifications;
2. Award contract to Zim Industries, Inc. for the Eagle View Well #1 Development Project in the amount of \$797,364; and
3. Authorize expenditures of construction contingency not to exceed \$79,736.

PUBLIC HEARINGS

6. **ZA2024-0001/EA2024-0009: DEWITT-WEST HILLS CHURCH: REQUEST FOR A PLANNED DEVELOPMENT WITH MASTER PLAN OF A 5.75-ACRE PARCEL FOR THE REMODEL AND EXPANSION OF AN EXISTING RELIGIOUS FACILITY. THE PLAN INCLUDES DEMOLITION OF THE TEMPORARY CLASSROOM FACILITIES AND THE CONSTRUCTION OF PERMANENT CLASSROOM FACILITIES, AND THE REMODEL AND**

EXPANSION OF THE EXISTING SANCTUARY WITH ASSOCIATED SITE IMPROVEMENTS

Recommendation:

1. Open/Close the public hearing;
2. Adopt a Resolution approving a Negative Declaration for the West Hills Community Church Planned Development with Master Plan;
3. Waive the first and second reading of the ordinance for a Zoning Amendment to create a Planned Development with a Master Plan; and
4. Introduce the ordinance.

OTHER BUSINESS

7. APPOINT VOTING DELEGATES FOR THE 2025 CALCITIES (LEAGUE) ANNUAL CONFERENCE

Recommendation:

1. Appoint a voting delegate and up to two alternate voting delegates to the CalCities Annual Conference; and
2. Direct staff to complete and forward the voting delegate form to CalCities.

8. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEM

Recommendation:

Determine if the majority of the City Council wants the following item agendized at a future meeting for discussion:

Implement regulations to address the growing presence of pop-up and street vendors in the City.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

ADJOURNMENT

NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item described in the notice of this meeting during consideration of that item. If you wish to address the Council on any item on this agenda, please complete a speaker request card located in the foyer of the Council Chambers and deliver it to the Minutes Clerk before the City Council discussion on the item. You are not required to give your name on the speaker card to speak to the Council, but it is very helpful. When you are called, proceed to the podium, and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may request an item on the agenda for a future City Council meeting. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@morganhill.ca.gov.

SUSTAINABLE MORGAN HILL



Vision

To sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community.

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

Strategic Priorities 2024-2025

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Engagement
- Economic Development and Tourism
- Transportation
- Healthy Community

City Council Ongoing Priorities

- Enhancing Public Safety and Quality of Life
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining and Enhancing Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advocating for Local, Regional, and State Legislative Initiatives



CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:
Jennifer Ponce, OES Coordinator
APPROVED BY: City Manager

APPROVE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR THE 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS

RECOMMENDATION(S)

1. Authorize the City Manager to execute and administer the Agreement with the County of Santa Clara for the 2024 Emergency Management Performance Grant; and
2. Adopt resolution amending the Fiscal Year 2025-26 Budget to recognize revenue and appropriate related expenditures, in the amount of \$13,250 from the General Fund.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2024-2025 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Public Safety Master Plan

REPORT NARRATIVE:

The Emergency Management Performance Grant (EMPG) is awarded by the United States Department of Homeland Security to the California Governor's Office of Emergency Services (Cal OES). Cal OES has awarded the County of Santa Clara a 2024 EMPG grant, \$452,624, to sustain and improve emergency management programs.

The Santa Clara County Emergency Operational Area Council (OAC) serves as the advisory body for the Santa Clara County Operational Area in matters related to disaster preparedness throughout the county. The OAC leads efforts to enhance planning and preparedness for large-scale emergencies in the Santa Clara County Operational Area, to include making recommendations on the allocation of these grant

funds. OAC allocated \$13,250 to the City of Morgan Hill.

The City of Morgan Hill will be allowed to spend the funding on Emergency Management Training, Emergency Operations Center (EOC) Technology, and provide Community Emergency Response Team (CERT) Operational Area Training. The agreement takes effect on July 1, 2024, the beginning of the Cal OES budget period, and remains in force through June 30, 2026. The County was late in forwarding the agreement due to uncertainty regarding federal funding. The City's performance period, during which the funds must be spent, expires on March 31, 2026.

COMMUNITY ENGAGEMENT:

Inform

This staff report serves to inform the community of the City's grant award and subsequent expenditures and activities associated with the grant funds.

ALTERNATIVE ACTIONS:

An alternative action by the Council is to decline the grant funds and forgo the training and equipment or to use funds from the City's general fund budget.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

No previous actions have been taken on this grant.

FISCAL AND RESOURCE IMPACT:

The City of Morgan Hill will use the grant funds to implement Emergency Management training, Emergency Operations Center Technology, and Community Emergency Response Team (CERT) Operational Area Training.

CEQA (California Environmental Quality Act):

Not a project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF MORGAN HILL GRANTING PROGRAM FUNDS FOR THE
2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG¹)**

THIS AGREEMENT is made effective July 1, 2024, by and between the County of Santa Clara (“County”) and the City of Morgan Hill (“City”) for the allocation and distribution of 2024 Emergency Management Performance Grant (“EMPG”) funds.

RECITALS

WHEREAS, the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos and Los Altos Hills, and the County of Santa Clara are parties to the 1994 Operational Area Interim Agreement; and

WHEREAS, the Santa Clara County Emergency Operational Area Council (“EOAC”) is the advisory body of the Santa Clara Operational Area in matters affecting disaster preparedness throughout the Operational Area. EOAC membership includes five city council members representing cities in the Operational Area as well as representatives of the Santa Clara Valley Water District, Office of the County Executive, County Board of Supervisors, City Managers’ Association, Police Chiefs’ Association, Fire Chiefs’ Association, County Public Health Department, County Social Services Agency, County Emergency Medical Services Agency, Santa Clara Valley Transportation Authority, and emergency management representatives; and

WHEREAS, the County Emergency Management Ordinance establishes the EOAC and endows the EOAC with authority to enhance planning and preparedness for large-scale emergencies in the Santa Clara Operational Area, including making funding allocation recommendations for EMPG funding awarded by the United States Department of Homeland Security to the California Governor’s Office of Emergency Services (“Cal OES”), and subsequently sub-awarded to County; and

WHEREAS, Cal OES has awarded County 2024 EMPG funding in the amount of \$452,624 for the purpose of sustaining and improving comprehensive emergency management programs;

NOW, THEREFORE, this AGREEMENT is to allocate the sum of **\$13,250** from County to City, so that City may implement the “Emergency Management Training”, “EOC Technology” and “CERT Operational Area Training” projects as provided under this Agreement and specified in the EMPG Grant Certifications and Assurances, Exhibits B, C & D. The performance period for County for this grant expires on June 30, 2026. The performance period for City for the subgrant expires on March 31, 2026.

County and City agree as follows:

THE AGREEMENT

Article I. Definitions

1. Specific Terms

(a) **“Burdened Labor Rate”** shall mean the labor rate including benefits, taxes and other

¹ 2021 Homeland Security Grants, version 1

deductions from an employee's paycheck. This rate does not include vacation benefits. The hourly burdened labor rate is used to calculate City's match obligation.

- (b) **"City"** shall mean the City of Morgan Hill, its officers, board members, employees, and agents.
- (c) **"County"** shall mean the County of Santa Clara, its officers, board members, employees, and agents.
- (d) **"EMPG funds"** or **"EMPG funding"** shall mean the funding City receives under this Agreement.
- (e) **"Emergency Operations Center" or "EOC"** shall mean the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.
- (f) **"Federal Program Guidance"** shall mean guidance documents issued by the Federal Emergency Management Agency, including the EMPG Program Funding Opportunity Announcement, for Fiscal Year 2024.
- (g) **"Grant Certifications and Assurances"** shall mean the FY24 "Standard Assurance For Cal OES Federal Non-Disaster Grant Programs" (EXHIBIT B), "Certification Regarding Lobbying" (EXHIBIT C), and "Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure" (EXHIBIT D).
- (h) **"Highly Compensated Individual"** shall mean an individual whose income is \$300,000 or more per year.
- (i) **"Prime Recipient"** shall refer to County.
- (j) **"Project Manager"** shall refer to the City employee identified as "Requestor" on an EMPG Project Proposal form.
- (k) **"Spend Plan"** shall mean a written document that explains the project on which City intends to spend 2024 EMPG funding, including project deliverables and milestone dates by which any funds allocated to City must be spent.
- (l) **"State Guidance"** shall mean the California Supplement to the Federal Notice of Funding Opportunity Announcement, issued by Cal OES for Fiscal Year 2024 for Emergency Management Performance Grants.
- (m) **"Subgrant"** shall mean funds awarded to the City under this Agreement.
- (n) **"Sub-Recipient"** shall refer to City.

2. References to This Agreement

Any reference to this Agreement shall include: (a) the Agreement; (b) all exhibits, appendices, schedules, and attachments to this Agreement; (c) all statutes, ordinances, regulations, rules, or other

documents incorporated by reference into this Agreement; (d) all amendments, modifications, or supplements to this Agreement.

Article II. Allocation and Spend Plans

1. Allocation.

The 2024 EMPG funds shall be disbursed pursuant to the County’s FY 2024 EMPG Grant application for each City. County shall reimburse to City funds that City expends under the 2024 EMPG program for eligible expenditures. The amount for City shall not exceed **\$13,250** unless additional funds become available under the 2024 EMPG program following the execution of this Agreement. If additional funds are allocated, an amendment to this Agreement shall follow.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City until County and City have fully and finally executed this Agreement.

City acknowledges and agrees that County shall have no obligation to disburse EMPG funds to City unless and until the State of California has approved \$452,624. in FY 2024 EMPG funding.

2. Spend Plans

Upon execution of this agreement, City shall provide County with Spend Plans for review by County’s Office of Emergency Management (“OEM”) Director or designee. All Spend Plans must be approved by County’s OEM Director or designee based on projects County has submitted to the State for the 2024 EMPG program. If County’s OEM Director does not approve City’s Spend Plan, County OEM shall notify City, and City shall have 10 days from the date of the notice to submit a revised Spend Plan to County OEM for approval or risk reallocation of funds. City’s Spend Plans are a required part of this MOU.

Article III. Requests for Reimbursement and Reimbursements

1. Required Documentation for Reimbursement

The EMPG is a reimbursement grant under which Cal OES disburses reimbursement funds to County, and County disburses reimbursement funds to City. No cash advances are permitted under the EMPG program.

The EMPG is a matching funds grant that requires City to provide a dollar-for-dollar match for any EMPG funds it receives. All invoices/ requests for reimbursement from City must include appropriate documentation such as receipts or payment records as well as other documentation required under Federal or State grant program requirements (see Article III).

(a) Requests for Equipment

City is solely responsible for procuring any equipment under this Agreement in accordance with the most current applicable Federal requirements for procuring grant-funded equipment; and, if more restrictive, applicable City procurement policies and requirements.

Prior to purchasing any equipment under this Agreement, when required, City must submit an

Environmental and Historic Preservation (EHP) Screening form and receive written approval from FEMA.

The following documentation must be provided along with any reimbursement requests for equipment:

- Quote or solicitation documents
- Summary of pricing and chosen vendor
- Documentation that vendor is not on the excluded parties list (<https://sam.gov/>) a print-out of the search result page will suffice)
- Purchase order and/or contract
- Receiving documentation/packing slip
- Invoice
- Proof of payment

All equipment must be indicated in the Spend Plan City submits to County, and must be authorized per the web-based Authorized Equipment List published by FEMA and available via: <https://www.fema.gov/authorized-equipment-list>.

(b) Subcontracts

Subcontracts totaling \$25,000 or more require preapproval from County. If City is allowed to award subcontracts totaling \$25,000 or more, it must report on any such subcontracts and on Highly Compensated Individuals on the Financial Disclosure Form, Exhibit D, within 30 days of the award. The following information must be included in City's report on any sub-award exceeding \$25,000:

- Name of entity receiving award;
- Amount of award;
- Funding agency;
- Catalog of Federal Domestic Assistance program number;
- Award title (descriptive of the purpose of the funding action);
- Location of the receiving entity and primary location of performance including city, state, and federal Congressional district;
- Federally issued "Unique Entity ID" of the receiving entity, and of its parent if applicable; and
- Total compensation and names of receiving entity's five most highly compensated executives if:
 - In the preceding fiscal year, the subcontractor received 80 percent or more, and \$25,000,000 or more, of its gross annual revenue from federal procurement contracts or subcontracts or from federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.230; and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or under section 6104 of the Internal Revenue Code of 1986.
 - City must report subcontractor executive compensation by the end of the month following the month in which it makes the subaward. For example, if the subaward is obligated in any date in April 2024, City must report any required compensation information by May 31, 2024.

Classified information that, in the interest of national security, requires protection against unauthorized disclosure (i.e., information deemed Top Secret, Secret, or Confidential under Executive Order 12958) is exempt from the Prime and Sub-Recipient reporting requirements, as are contracts with individuals.

(c) Sole Source Contracts

Sole source contracts of \$250,000 or more are not allowable under the EMPG program unless first approved by Cal OES. City must obtain sole source request documentation and submit it to the Grants Manager of County's OEM. Upon City's completion and submission of the required sole source documentation, County's Grants Manager shall forward all sole source documents to the appropriate Cal OES contact for review and approval. Only after Cal OES approval is given can a sole source procurement be completed and expenditures reimbursed using EMPG allocated funds. All sole source procurements must follow the most current applicable Federal procurement requirements for grants and, if more restrictive, City's own procurement policies.

(d) Grant Funded Personnel

EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes M&A staff funded by EMPG Program funds. All EMPG Program funded personnel shall complete the training requirements in Article IV, Section 2 (c) by December 31, 2025.

Recorded proof of completion, such as all certificates of completion, must be submitted by the City to County (OEM) before any reimbursements to the City will be made. In any case, proof of completion must be provided by December 31, 2025.

Documentation of participation in exercises is also required by the grant and progress towards meeting this requirement must be reported to the grant manager at least quarterly.

Time reporting requirements: To receive payments for personnel costs, City must submit time and payroll documentation that meets Federal Grant, State Grant (Cal OES) and County reporting requirements.

(e) Other Requests

The following documentation is required for all reimbursement requests for contractors:

- Quote or solicitation documents
- Executive summary of how contractor was chosen
- Documentation that vendor is not on the excluded parties list (<https://www.sam.gov/>) (a print-out of the search result page will suffice)
- Purchase order and/or contract
- Invoice showing deliverables and milestones completed
- Proof of payment
- Financial Disclosure Form (Exhibit D) if awarded contract exceeds \$25,000

2. Submission of Requests for Reimbursement

- (a) City shall submit reimbursement requests to County’s OEM on a quarterly basis, as detailed in the chart below. Unless pre-approved by County’s OEM Director or designee, all reimbursement requests shall be due fifteen calendar days after the end of the quarter, with the exception of the final expenditure and/or invoice, as indicated below. Any expenditure during the final period identified in the chart below shall be made by March 15, 2026, and any related invoice shall be submitted by March 31, 2026, unless otherwise pre-approved by County’s OEM Director or designee, in order to meet 2024 EMPG deadlines. Reimbursement requests shall be due for expenditures during specified periods as follows:

For Expenditures During the Period:	Due Dates for Reimbursement Requests:
July 1, 2024 through December 31, 2024	January 20, 2025
January 1, 2025 through June 30, 2025	July 18, 2025
July 1, 2025 through December 31, 2025	January 20, 2026
January 1, 2026 through March 15, 2026	March 31, 2026

- (b) During the term of this Agreement, County is not obligated to honor any request for reimbursement that is submitted after the due dates for reimbursement requests for expenditures within a given quarter as specified above in Article II, Section 2(a).
- (c) All grant funds not claimed by City via a proper reimbursement request, which includes all required documentation, by April 15, 2026 will be forfeited. County may then determine how to spend those funds in accordance with grant requirements.

Article IV. Use of Funds

1. Master Grant Obligations

- (a) City shall comply with the EMPG Federal Program Guidance, the State Guidance, and the Grant Certifications and Assurances, attached as Exhibits B, C & D. City shall require any subgrantee, contractor, or other entity receiving EMPG funds through or from City to execute a copy of the Grant Certifications and Assurances, and shall be responsible for ensuring that subgrantee, contractor, or other entity complies with the Grant Certifications and Assurances.
- (b) City shall ensure its Project Manager attends a grant kickoff meeting with County OEM staff. Additionally, City shall ensure its Project Manager is available to meet with County OEM staff upon request during the period of this agreement to report on progress on each project funded under this Agreement.
- (c) City shall comply with all other applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement, provided that if any provisions of this Agreement conflict with any State requirements, the State requirements will control. City shall ensure that any subgrantee, contractor, or other entity receiving EMPG funds through or from City complies with all applicable statutes,

regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved Spend Plans; and any other conditions imposed by Cal OES or by this Agreement.

- (d) By executing this Agreement, City certifies that it is not debarred, suspended, or otherwise ineligible to receive EMPG funds. In addition, City shall ensure and independently verify that any subgrantee, contractor, or other entity receiving EMPG funds through or from City is not debarred, suspended, or otherwise excluded from participation in the EMPG program. City shall maintain documentary proof of this verification in its files.

2. Scope of Services

- (a) City shall use the funds granted under this Agreement only for the purpose of implementing applicable initiatives under the 2024 EMPG program, as indicated in Exhibit E, Project Narrative(s). City shall not use the funds granted under this Agreement for any other purpose. County shall not be required to disburse funds to or otherwise pay City for services, materials, equipment, or supplies provided by City that are beyond the scope of the services, materials, equipment, or supplies agreed upon in this Agreement or a lawfully executed written amendment.

Indirect costs are allowable under the FY24 EMPG grant. Allowability of Indirect costs does not increase the total amount of the State, Operational Area or other sub-recipient (i.e. jurisdictions) grant awards. Claims for indirect costs therefore necessarily decrease the federal funds available to pay for direct project costs. Subawards are based on the direct cost of approved projects. Sub-recipients wishing to claim indirect costs must use an indirect cost rate in compliance with the most current applicable Federal guidance and regulations including 2 C.F.R. § 200.68 and Subpart E.

- (b) All EMPG grant-funded personnel (e.g. an Emergency Preparedness Planner employed by the City under this grant) shall participate in no less than two exercises in a 12-month period. These exercises must align to an identified priority area. EMPG grant-funded personnel are any personnel paid at any percentage with EMPG funding. This includes contracted personnel, as well as M&A staff funded by EMPG grant funds. There is no specific requirement for level of “participation” in the exercises – i.e., observation and attendance satisfies the objective. The exercises can be of any type (e.g., Drills, Tabletop Exercises, or Functional) within the performance period (see <https://hseep.dhs.gov>). Participation in exercises by grant funded staff must be reported quarterly to ensure adequate progress is being made toward meeting this requirement.
- (c) To ensure the development of a professional emergency management workforce, all EMPG grant-funded personnel shall complete the following 11 training requirements and shall record proof of completion:

- National Incident Management System (NIMS) Training:
 - i. IS 100 Introduction to Incident Command System
 - ii. IS 200 ICS for Single Resources and Initial Action Incident
 - iii. IS 700 National Incident Management System, An Introduction
 - iv. IS 800 National Response Framework, An Introduction

- FEMA Professional Development Series:
 - v. IS 120.c Introduction to Exercises
 - vi. IS 230.e Fundamentals of Emergency Management
 - vii. IS 235.c Emergency Planning
 - viii. IS 240.c Leadership and Influence
 - ix. IS 241.c Decision Making and Problem Solving
 - x. IS 242.c Effective Communication
 - xi. IS 244.b Developing and Managing Volunteers

The aforementioned courses are all available for free on-line at the following links:
<http://training.fema.gov/IS/NIMS.aspx> & <http://training.fema.gov/emiweb/PDS/>

Note: The “G” course series and classroom-based equivalents can be used as an alternate to satisfy these training requirements. Past completion of the above courses (or qualifying equivalent) may be considered acceptable in meeting this requirement.

Article V. Term and Termination

1. Term of Agreement

This Agreement is effective from July 1, 2024 through June 30, 2026—the FY 2024 EMPG performance period established by Cal OES for the County.

2. Availability of Funds

- (a) The parties acknowledge and agree that this Agreement is dependent upon the availability of County, regional, State and/or federal funding.
- (b) Budgetary Contingency: This Agreement is contingent upon the appropriation of sufficient funding by County for the products and services covered by this Agreement. If funding is reduced or eliminated by County for the products or services covered by this Agreement, County has the option to either terminate this Agreement with no liability occurring to County or to offer an amendment to this Agreement indicating the reduced amount.
- (c) The obligations of County to make payments in accordance with the provisions of this Agreement may be delayed, reduced or terminated as a result of any delay, reduction, or change in allocation or allotment in funding to County from federal, State or other regional funding sources.

3. Termination

- (a) Termination for Convenience. County shall have the option, in its sole discretion, to terminate this Agreement at any time without cause upon written notice to City. The written notice shall specify the date on which termination shall become effective, which shall be no less than seven (7) days from the date of the notice.
- (b) Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party. The written notice shall specify the date on which termination

shall become effective, which shall be no less than thirty (30) days from the date of the notice. Termination for cause includes, but is not limited to, a material breach of this Agreement, a violation of any applicable laws, or failure to comply with applicable EMPG guidelines.

- (c) Opportunity to Cure. In the event of termination for material breach of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, specifying the breach/cause. The breaching party shall not be deemed in default and the non-breaching party shall not institute proceedings or exercise any remedies against the breaching party unless the breach has not been cured, corrected or remedied within thirty (30) days after the breaching party's receipt of the notice of breach, or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching party has commenced its cure, correction or remedy within the thirty (30) day period and diligently and continuously pursues that cure, correction or remedy.
- (d) If this Agreement is terminated, City shall return EMPG funding in accordance with EMPG program guidelines.

Article VI. Indemnification and Liabilities

1. Indemnification by City

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties under Government Code section 895.6, County and City agree instead that under Government Code section 895.4, City shall fully indemnify and hold County, its officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement. This indemnity shall include, without limitation, reasonable attorneys' fees, consultants and experts and related costs, and County's cost of investigating any claim.

2. Duty to Defend

City acknowledges and agrees that its obligation to defend County under Article V.1: (a) is an immediate obligation, independent of its other obligations under this Agreement; and (b) applies to any claim, expense, cost, damage, or liability falling within the scope of Article V.1, regardless of whether the allegations made in connection with that claim, expense, cost, damage, or liability may be groundless, false, or fraudulent. County shall provide City with prompt notice of any claim, expense, cost, damage, or liability under Article V.1 and City shall have the right to defend, settle, or compromise that claim, expense, cost, damage, or liability, provided, however, that County shall have the right to retain its own counsel at City's expense if representation of County by counsel retained by City would result in a conflict of interest, and that City shall obtain County's prior written consent to settle or compromise if City contends that County shares in any liability. County's failure to notify City promptly of any claim, expense, cost, damage, or liability shall not relieve City of liability to County under Article V.1 unless that failure materially impairs City's ability to defend against the claim, expense, cost, damage, or liability.

3. Limitation on Liability

County, its officers, board members, employees, and agents shall not be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of City, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to City under this Agreement.

County's obligations under this Agreement shall be limited to the aggregate amount of EMPG funds actually disbursed. Notwithstanding any other provision in this Agreement or any other document or communication between County and City relating to this Agreement, in no event shall County be liable for any damages arising out of or in connection with this Agreement, the EMPG funds, City's Spend Plan, or any activities performed in connection with this Agreement.

Article VII. Miscellaneous

1. Notice

All notices required by this Agreement shall be deemed given when provided in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To City:

Jennifer Ponce, Emergency Services Coordinator
Morgan Hill Police Department
16200 Vineyard Blvd
Morgan Hill, CA 95037

To County:

Sandi Woods
EMPG Grant Manager
County of Santa Clara Office of Emergency Management
55 W. Younger Ave., Suite 450
San José, CA 95110

2. Compliance with all Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

- (a) Compliance with All Laws: City 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.
- (b) Compliance with Non-Discrimination and Equal Opportunity Laws: City 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, City 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 City 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.

- (c) Compliance with Wage and Hour Laws: City 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.
- (d) Definitions: For purposes of this Subsection, 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 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 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 of Assurance.
- (e) Prior Judgment, Decisions or Orders against City: By signing this Agreement, City 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 City violated an applicable wage and hour law or pay equity law. City 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.
- (f) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, City receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then City shall promptly satisfy and comply with any such Final Judgment. City 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. City 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.

- (g) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to City's records, City 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, City 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 Section, 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 City's normal business hours upon no less than 10 business days' advance notice.
- (h) Pay Equity Notification: City 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 City 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 City's Employees and Job Applicants.
- (i) Material Breach: Failure to comply with any part of this Section 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:
 - 1. Suspend or terminate any or all parts of this Agreement.
 - 2. Withhold payment to City until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - 3. Offer City an opportunity to cure the breach.
- (j) Subcontractors: City shall impose all of the requirements set forth in this Section 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.

3. County No-Smoking Policy

City and its employees, agents and subcontractors shall comply with 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 County is the sole occupant, and (3) in all County vehicles.

4. 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 City 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, City 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 City 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, for which 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.

5. 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.

6. 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.

7. 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.

8. Amendments

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

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an

original, but all of which together shall constitute one and the same instrument.

10. 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.

11. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

12. 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.

13. Conflicts of Interest; Political Reform Act

City shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible 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, City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. City is responsible for assuring compliance of its subcontractors, if any, with the requirements of this provision.

Contractor will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in Contractor’s proposal responding to a County solicitation and/or identified in this Agreement (“Subcontractors”) comply, with Government Code section 84308 (“Levine Act”) and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County’s Board of Supervisors or any Other Elected County Officer (“Elected County Officer”), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the

proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. Contractor agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and Contractor shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and is to be considered or voted upon by the County's Board of Supervisors, Contractor shall complete the Levine Act Contractor Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and Contractor must submit all such forms to the County as a prerequisite to execution of the Agreement.

14. 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, the City and 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 City, 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.

15. California Public Records Act

County and City are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If either County's or City's proprietary information is contained in documents or information submitted to the other party, and the submitting party claims that such information falls within one or more CPRA exemptions, the submitting party 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 receiving party will make best efforts to provide notice to the submitting party prior to such disclosure. If the submitting party 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 receiving party is required to respond to the CPRA request. If the submitting party fails to obtain such remedy within the time the receiving party is required to respond to the CPRA request, the receiving party may disclose the requested information.

16. 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.

17. COVID-19 Requirements

City shall comply with all County requirements in effect relating to COVID-19 for persons who routinely perform services for County onsite and share airspace with or proximity to other people at a County facility as part of their services for County as set forth in a County Health Order (or similar directives) available at <https://covid19.sccgov.org/home>, and incorporated herein by this reference. City shall comply with all reasonable requests by County for documentation demonstrating City's compliance with this Section.

18. Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survey this Agreement, shall survive the termination or expiration of this Agreement, including but not limited to all terms (1) providing for indemnification of County; (2) relating to the California Public Records Act; (3) relating to County Data; and (4) relating to City's obligations upon termination or expiration of this Agreement.

19. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
- (b) *Prohibitions.*
1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, City and any contractor and/or subcontractor may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract or other contractual instrument, any equipment, system or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
1. This clause does not prohibit City or its contractors or subcontractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and

- ii. Are not used as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1. In the event the City or its contractor or subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or City or its contractor or subcontractor is notified of such by a subcontractor at any tier or by any other source, City shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. City shall report the following information pursuant to paragraph (d)1 of this clause:
 - a. Within one business day for the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (d)2a of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts.

City shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

20. Domestic Preferences for Procurement

- a. As appropriate and to the extent consistent with law, City should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this agreement.
- b. For purposes of this section:
 - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Certified Resolution of Signature Authority

Upon request of County, City shall deliver to County a copy of the resolution(s) authorizing execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of City.

Signed:

COUNTY OF SANTA CLARA

CITY OF MORGAN HILL

By _____
James R. Williams
County Executive

_____ Date

_____ Date
Christina Turner
City Manager

Approved as to Form and Legality:

Approved as to Form:

_____ Date
Kavita Narayan
Chief Assistant County Counsel

_____ Date
Donald Larkin
City Attorney

Enclosures

- Exhibit A Santa Clara County EMPG Notification of Subrecipient Application Approval
- Exhibit B Standard Assurances for Cal OES Federal Non-Disaster Preparedness Grant Programs
- Exhibit C Program Standard Assurances Addendum
- Exhibit D Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure
- Exhibit E Project Narrative(s)
- Exhibit F Functional Timesheet Sample

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2025-2026 ANNUAL BUDGET IN THE GENERAL FUND (FUND NO. 010) TO APPROPRIATE \$13,250 THEREFORE

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "APPROVE AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR THE 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FUNDS" submitted for City Council consideration at its meeting of September 3, 2025, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budgets for Fiscal Years 2024-2025 and 2025-2026 as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Years 2024-2025 and 2025-2026 Budgets, as the same has been amended to date, are hereby further amended in

accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City’s Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Years 2024-2025 and 2025-2026 Budgets of the City or Morgan Hill.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 3rd day of September 2025 by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-____ adopted by the City Council at the meeting held on the 3rd day of September 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD

FISCAL YEAR 2025-2026

ADJUSTMENT # 004

FUND:	010	General Fund
DEPARTMENT:	10	General Government
	20	Public Safety
	3230	Emergency Services
OBJECT:	42299	OTHER EXPENSE

AGENDA DATE:	09/03/25
AGENDA ITEM TITLE:	Emergency Management Grant (EMPG)

	07/01/25 UNAUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/26 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	24,393,846	57,630,517	63,753,936	18,270,427
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		13,250	13,250	-
RESULT OF RECOMMENDED ACTION	24,393,846	57,643,767	63,767,186	18,270,427

CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

APPROVE AMENDMENTS TO ENGINEERING-RELATED CONSULTANT AGREEMENTS FOR CAPITAL IMPROVEMENT PROGRAM PROJECT DESIGN, TOPOGRAPHIC SURVEY AND CONSTRUCTION STAKING SERVICES

RECOMMENDATION(S)

Approve and authorize the City Manager to execute and administer four engineering-related consultant amendments:

1. First Amendment to Harris and Associates, Inc. to increase the amount from \$519,000 to \$919,000;
2. First Amendment to Associated Engineering-Surveying Service, Inc. doing business as Hanna-Brunetti to increase the amount from \$144,000 to \$544,000;
3. First Amendment to Ruggeri-Jensen-Azar (RJA) to increase the amount from \$39,000 to \$439,000; and
4. First Amendment to MNS Engineers, Inc. to increase the amount from \$39,000 to \$439,000.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Storm Drain Master Plan

Water System Master Plan

Wastewater System Master Plan

REPORT NARRATIVE:

On June 19, 2024, City Council approved six engineering-related consultant agreements for design professionals for on-call engineering plan review and technical support services, and on-call map review and City surveyor services through a Request for Qualification (RFQ) process. Currently, these contracts are being used to support engineering services in the development review process.

Over the years, the Engineering division has utilized design consultants for various Capital Improvement Program (CIP) projects. The City has numerous CIP projects planned over the next several years and the use of consultants for the various water, sewer, and storm drain projects is essential to ensure the projects are designed properly and completed as scheduled. City staff are proposing amendments to the contracts to provide enough funding to support Capital Improvement Program needs in addition to supporting the development review process.

Staff recommend the amendments to Harris and Associates, Inc., Associated Engineering-Surveying Service, Inc., Ruggeri-Jensen-Azar (RJA), and MNS Engineering, Inc. as they have conducted work in the City previously and have demonstrated expertise in their field. It is anticipated that these services will take place through Fiscal Year 2026-2027 with an additional two-year term. Additionally, staff recommend City Council approval of additional compensation for each consultant for an extended two-year term. The additional compensation is to cover anticipated work for two more years following the initial three-year term of the agreements. The following is the amendment request:

- First Amendment to Harris and Associates, Inc. to increase the amount from \$519,000 to \$919,000 plus \$200,000 additional compensation on an extended two-year term, for a total agreement amount not to exceed \$1,119,000.
- First Amendment to Associated Engineering-Surveying Service, Inc. doing business as Hanna-Brunetti to increase the amount from \$144,000 to \$544,000 plus \$200,000 additional compensation on an extended two-year term, for a total agreement amount not to exceed \$744,000.
- First Amendment to Ruggeri-Jensen-Azar (RJA) to increase the amount from \$39,000 to \$439,000 plus \$200,000 additional compensation on an extended two-year term, for a total agreement amount not to exceed \$639,000.
- First Amendment to MNS Engineers, Inc. to increase the amount from \$39,000 to \$439,000 plus \$200,000 additional compensation on an extended two-year term, for a total agreement amount not to exceed \$639,000.

COMMUNITY ENGAGEMENT:

Inform

Providing these consultant services is required to support land development engineering review and capital project implementation. Community outreach is coordinated in association with individual projects in those areas. Hiring of the selected consultants was performed using a request for proposals, which included outreach to consultants that perform this type of work to ensure the best available service for the City.

ALTERNATIVE ACTIONS:

City Council may limit the approval of these amendments to agreements or direct staff to perform another Request for Qualification for these services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 19, 2024 - City Council Approved Engineering-Related Consultant Agreements for Design Professionals for On-Call Engineering Plan Review and Technical Support Services, and On-Call Map Review and City Surveyor Services.

FISCAL AND RESOURCE IMPACT:

The additional funding for these agreements will be from various Capital Improvement Projects as included in the adopted Capital Improvement Program Budget for Fiscal Year 2025-26. Funds shall only be expended for these consultant agreements when available funds are within the approved budget for future fiscal years.

CEQA (California Environmental Quality Act):

Not a Project

The agreements are not considered projects and any individual projects in the Capital Improvement Program shall be reviewed under CEQA.

**FIRST AMENDMENT TO AGREEMENT
HARRIS & ASSOCIATES, INC.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and HARRIS & ASSOCIATES, INC., a California Corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS" made as of June 25, 2024, for consultant services for a maximum compensation of Five Hundred Nineteen Thousand Dollars (\$519,000.00) ("CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS"). The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS was entered into pursuant to the action of the Morgan Hill City Council taken on June 19, 2024. The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed NINE HUNDRED NINETEEN THOUSAND DOLLARS (\$919,000.00).
 - B. Paragraph 4.1.1. shall be amended to reflect the new additional compensation that shall not exceed Two-Hundred Thousand Dollars (\$200,000) during the Extended Term and a combined total maximum compensation amount of One Million One Hundred Nineteen Thousand Dollars (\$1,119,000.00).
 - C. Paragraph 12 shall be amended and replaced in its entirety by the following:

"12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8)."
 - D. Exhibit D shall have all references to "Consultant Agreement" be updated to "Consultant

Agreement for Design Professionals”.

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.
3. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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[Signatures on the last Page]

4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, the terms of this FIRST AMENDMENT to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

HARRIS & ASSOCIATES, INC.

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President,
or Vice President

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: _____

EXHIBIT 1**CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
HARRIS & ASSOCIATES, INC.**

THIS AGREEMENT is entered into and becomes effective on 6/25/2024 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and HARRIS & ASSOCIATES, INC., a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June 19, 2024.

2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2024 until June 30, 2027 ("Initial Term") at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of two additional one-year extensions ("Extended Term"). Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by CONSULTANT shall be On-Call Engineering Plan Review & Technical Support Services for the Engineering Division as further described in **Exhibit A**.

4. **Compensation.** CONSULTANT shall be compensated as follows:

4.1. **Amount.** \$519,000. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Five Hundred Nineteen Thousand dollars, and shall be billed based on the rate and basis set forth in **Exhibit B**. The City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during the Extended Term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the extended term exceed the amount set forth in Section 4.1.1 below.

4.1.1. **Additional Compensation.** The City Manager shall have the authority to approve additional compensation in an amount not to exceed \$390,000 during the Extended Term, for a combined total maximum compensation amount of \$909,000.

4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT acknowledges that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY. If such modification results in additional cost to the CONSULTANT and the CITY requires CONSULTANT to obtain the additional coverage, the CITY and CONSULTANT will negotiate the additional cost of the insurance.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum

amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT'S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY and CONSULTANT.** No official or employee of CITY and CONSULTANT shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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 or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED

WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions 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 CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT 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 City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

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 immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Harris & Associates, Inc.
60 W. Alisal Street, Suite 200, 2nd Floor
Salinas, CA 93901

Address of CITY is as follows:

Maria Angeles	with a copy to:
Senior Civil Engineer	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees**. CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal**. If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records**.

16.1. **Maintenance**. CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records**. The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product**. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement. Any modifications made by the CITY or any agents of the CITY, to any of the CONSULTANT'S work products or any partial use or reuse of these work products without the express written consent of the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

17. **Familiarity with Work**. By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all

conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement. CONSULTANT shall not be responsible for delays caused by circumstances beyond its reasonable sole control.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY or any of the INDEMNITEES.

21.4. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether

any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

- 21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.

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[Signatures on Next Page]

30. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 6/26/2024

APPROVED AS TO FORM:

DocuSigned by:

Donald Larkin

City Attorney

Donald A. Larkin

Print Name

Date: 6/24/2024

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 6/25/2024

HARRIS & ASSOCIATES, INC.

DocuSigned by:

FRANK LOPEZ

By: 02888E2C9D142A...

Frank S. Lopez, Vice President -
Engineering & Consulting

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice
President

Date: 6/11/2024

DocuSigned by:

Preston Hatch

By: 0015226953EA405...

Preston Hatch, Executive Vice
President and Chief Financial Officer

Print Name and Title of Signer.

If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer

Date: 6/11/2024

EXHIBIT A SCOPE OF SERVICES

The following are the types of tasks that are included in the CONSULTANT'S scope of services:

1. Standard and Expedited engineering plan review of improvement plans for conformance with adopted City standards, approved conditions of approval, and/or accepted industry practice, and to meet the established time limits for post-entitlement phase of residential permits subject to California Assembly Bill No. 2234. Plans and reports to be reviewed, include but are not limited to, grading, drainage, utilities, joint trench, streetlighting, traffic signal, signing/striping, traffic control plans, Stormwater Pollution Prevention Plans (SWPPP), geotechnical reports, and traffic studies.
2. Review storm drain and/or sanitary sewer hydraulic calculations for conformance with City standards and/or accepted industry practice.
3. Review the civil engineering and site planning aspects of tentative maps and other land development entitlement applications for conformance with City standards, and to meet the established time limits for residential projects eligible for processing under California Senate Bill No. 330.
4. Review of Post-Construction Stormwater Runoff Management Plans (SWRMPs) and Stormwater Control Plans submitted by private development projects that are subject to the requirements of the Central Coast Regional Water Quality Control Board (Region 3); and other program management functions to comply with the City's National Pollutant Discharge Elimination System (NPDES) permit requirements.
5. Review floodplain proposals, provide Flood Program management support, and other related functions as needed.
6. Other general engineering services as needed.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

CONSULTANT'S services will be billed on a time-and-materials basis according to the Standard Rates shown below. Any changes to the rate schedule shall be reflected in a written amendment between the Parties.

Engineering Services	Hourly Rates		
	2024	2025	2026
Principal-in-Charge/Vice President	\$315	\$325	\$342
Principal-in-Charge/Senior Director	\$300	\$309	\$325
Principal-in-Charge/Director	\$290	\$299	\$314
Senior Project Manager II	\$285	\$294	\$309
Senior Project Manager I	\$275	\$284	\$299
Project Manager III	\$250	\$258	\$271
Project Manager II	\$230	\$237	\$249
Project Manager I	\$210	\$217	\$228
Principal Engineer II	\$300	\$309	\$325
Principal Engineer I	\$285	\$294	\$309
Senior Engineer III	\$250	\$258	\$271
Senior Engineer II	\$220	\$227	\$239
Senior Engineer I	\$200	\$206	\$217
Engineer IV	\$180	\$186	\$196
Engineer III	\$160	\$165	\$174
Engineer II	\$150	\$155	\$163
Engineer I	\$130	\$134	\$141
Technical Support	\$110	\$114	\$120
Administrative	\$100	\$103	\$109

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as travel, equipment, computers, communications and reproduction (except large plan sets).

EXHIBIT C
SCHEDULE OF PERFORMANCE

CONSULTANT'S services will be on an as needed, on-call basis.

EXHIBIT D
Third Party Data Use Agreement

1. CONSULTANT agrees that it shall not use any information provided by CITY for any purpose other than for work performed pursuant to this Agreement without the prior express written consent of CITY. CONSULTANT also hereby acknowledges that the data delivered by CITY is for use by CONSULTANT only, and is not to be released to any other party by any means whatsoever, including the Internet, without prior written consent of CITY. CONSULTANT shall provide written notice to CITY of any subcontractor with whom Geographic Information System data (GIS DATA) is shared for purposes of performing work under this Agreement.
2. All data and files are intended for the use within the ordinary course of users' business and may not be sold, placed on the internet or otherwise provided to other parties. All data shall comply with all statutes such as California State Law, Government Code section 7928.205 which prohibits any state or local agency from posting the home address or telephone number of any "elected or appointed official," residing spouse, or child on the internet, and Revenue and Taxation Code sections 408,408.1, 408.3, and 409 permitting the County Assessor to collect fees for certain information.
3. CITY, as rightful owners, shall retain all rights, title, interest, and copyright of the data. Any products using the GIS DATA must give credit to CITY as the source of the information. Any and all derivative products of the GIS DATA are owned by CITY and may not be used for any purpose other than performing work pursuant to this Agreement without prior written permission of CITY. All derivative products and resulting data shall be provided to CITY Project Manager and CITY GIS Manager at the completion of the work.
4. CONSULTANT and CITY understand and agree that the information provided pursuant to this Agreement is the product of professional services paid for by CITY and shall remain property of CITY. CONSULTANT may retain copies, including copies stored on magnetic media, only for information and reference, in connection with CONSULTANT'S use for work performed for CITY.
5. All of the above terms and conditions apply to any subcontractor retained by CONSULTANT.
6. In the event of a conflict between the terms and provisions of this Third Party Data Use Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of the CONSULTANT AGREEMENT shall govern and control.

**FIRST AMENDMENT TO AGREEMENT
ASSOCIATED ENGINEERING-SURVEYING SERVICE, INC.
DBA HANNA-BRUNETTI**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and Associated Engineering-Surveying Service, Inc., a California corporation doing business as HANNA-BRUNETTI ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS" made as of June 25, 2024, for consultant services for a maximum compensation of One Hundred Forty-Four Thousand Dollars (\$144,000.00) ("CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS"). The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS was entered into pursuant to the action of the Morgan Hill City Council taken on June 19, 2024. The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed FIVE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$544,000.00).
 - B. Paragraph 4.1.1. shall be amended to reflect the increased additional compensation that shall not exceed Two-Hundred Thousand Dollars (\$200,000) during the Extended Term and a combined total maximum compensation amount of Seven Hundred Forty-Four Thousand Dollars (\$744,000).
 - C. Paragraph 12 shall be amended and replaced in its entirety by the following:

"12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8)."

4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, the terms of this FIRST AMENDMENT to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

**ASSOCIATED ENGINEERING-SURVEYING
SERVICE, INC.
DBA HANNA-BRUNETTI**

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President,
or Vice President

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: _____

EXHIBIT 1

CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS HANNA-BRUNETTI

THIS AGREEMENT is entered into and becomes effective on 6/25/2024 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Associated Engineering-Surveying Service, Inc., a California corporation doing business as Hanna-Brunetti ("CONSULTANT"), hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June, 19, 2024.
2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2024 until June 30, 2027 ("Initial Term") at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of two additional one-year extensions ("Extended Term"). Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be On-Call Map Review and City Surveyor Services for the Engineering Division as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$144,000. Total compensation to CONSULTANT under this Agreement during its Initial Term set forth in Section 2 above shall not exceed One Hundred Forty Four Thousand dollars, and shall be billed based on the rate and basis set forth in **Exhibit B**. The City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during the Extended Term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the extended term exceed the amount set forth in Section 4.1.1 below.
 - 4.1.1. **Additional Compensation.** The City Manager shall have the authority to approve additional compensation in an amount not to exceed \$109,000 during the Extended Term, for a combined total maximum compensation amount of \$253,000.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.5. Professional Liability.
 - 7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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 or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions 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 CONSULTANT or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT 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 City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

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 immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Hanna-Brunetti
7651 Eigleberry Street
Gilroy, CA 95020

Address of CITY is as follows:

Maria Angeles	with a copy to:
Senior Civil Engineer	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or

as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

21.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.

21.4. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. Entire Agreement; Modification; Conflicting Provisions. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. Notice of Security and/or Privacy Incident. If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. Binding Agreement. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or

transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.

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30. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 6/26/2024

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 6/25/2024

APPROVED AS TO FORM:

DocuSigned by:

Donald Larkin

City Attorney

Donald A. Larkin

Print Name

Date: 6/24/2024

HANNA-BRUNETTI

DocuSigned by:

Amanda Musy-Verdel

By: C:17038B68EE4DC...

Amanda Musy-Verdel,
Chief Executive Officer and Chief
Financial Officer

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice
President

Date: 6/10/2024

EXHIBIT A SCOPE OF SERVICES

The following are the types of tasks that are included in the CONSULTANT'S scope of services:

1. Review of tract maps and parcel maps for conformance with the Subdivision Map Act. Provide stamp and signature on maps and other documents, as necessary, as the Acting City Surveyor.
2. Review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process.
3. Review of lot line adjustments, certificates of compliance, vacation or abandonment of public right-of-way and public easements, plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Perform traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

CONSULTANT'S services will be billed on a time-and-materials basis according to the Standard Hourly Rates shown below for fiscal years 2024, 2025, and 2026. Any changes to the rate schedule shall be reflected in a written amendment between the Parties.

Principal Engineer/Surveyor	\$ 250.00
Associate Engineer/Project Manager	\$ 225.00
Project Engineer	\$ 210.00
Senior Surveyor	\$ 225.00
Design Engineer	\$ 170.00
Surveyor	\$ 170.00
Junior Civil Engineer/Draftsperson	\$ 140.00
Technician	\$ 140.00
Inspector	\$ 135.00
Clerical	\$ 100.00
Witness – Per Deposition Appearance	Minimum 4-hour increments
Witness – Per Court Appearance	Minimum 4-hour increments

FIELD

Survey Crew	\$ 310.00
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MISCELLANEOUS EXPENSE SCHEDULE

Transportation	\$.70 per mile
Reprographics, prints and materials	Cost + 20%
In-House – 24"X36" Prints	\$ 5.00 per print
Copies– 8"X11"	\$.50 per page
Outside Consultant Services	Cost + 15%
Filing and Permit Fees	Cost + 15%
Outside Delivery Service	Cost + 15%
Equipment Rentals	Cost + 15%
Special Fees, Permits or Insurance	Cost + 15%

This hourly rate schedule is effective through June 2026

The rates and fees for all services performed subsequent to that date shall be adjusted to reflect increased operating, overhead and inflationary costs.

EXHIBIT C
SCHEDULE OF PERFORMANCE

CONSULTANT'S services will be on an as needed, on-call basis.

EXHIBIT D
Third Party Data Use Agreement

1. CONSULTANT agrees that it shall not use any information provided by CITY for any purpose other than for work performed pursuant to this Agreement without the prior express written consent of CITY. CONSULTANT also hereby acknowledges that the data delivered by CITY is for use by CONSULTANT only, and is not to be released to any other party by any means whatsoever, including the Internet, without prior written consent of CITY. CONSULTANT shall provide written notice to CITY of any subcontractor with whom Geographic Information System data (GIS DATA) is shared for purposes of performing work under this Agreement.
2. All data and files are intended for the use within the ordinary course of users' business and may not be sold, placed on the internet or otherwise provided to other parties. All data shall comply with all statutes such as California State Law, Government Code section 7928.205 which prohibits any state or local agency from posting the home address or telephone number of any "elected or appointed official," residing spouse, or child on the internet, and Revenue and Taxation Code sections 408,408.1, 408.3, and 409 permitting the County Assessor to collect fees for certain information.
3. CITY, as rightful owners, shall retain all rights, title, interest, and copyright of the data. Any products using the GIS DATA must give credit to CITY as the source of the information. Any and all derivative products of the GIS DATA are owned by CITY and may not be used for any purpose other than performing work pursuant to this Agreement without prior written permission of CITY. All derivative products and resulting data shall be provided to CITY Project Manager and CITY GIS Manager at the completion of the work.
4. CONSULTANT and CITY understand and agree that the information provided pursuant to this Agreement is the product of professional services paid for by CITY and shall remain property of CITY. CONSULTANT may retain copies, including copies stored on magnetic media, only for information and reference, in connection with CONSULTANT'S use for work performed for CITY.
5. All of the above terms and conditions apply to any subcontractor retained by CONSULTANT.
6. In the event of a conflict between the terms and provisions of this Third Party Data Use Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of the CONSULTANT AGREEMENT shall govern and control.

**FIRST AMENDMENT TO AGREEMENT
RUGGERI-JENSEN-AZAR**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and RUGGERI-JENSEN-AZAR, a California Corporation ("CONSULTANT" or "RJA"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS" made as of June 25, 2024, for consultant services for a maximum compensation of Thirty-Nine Thousand Dollars (\$39,000.00) ("CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS"). The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS was entered into pursuant to the action of the Morgan Hill City Council taken on June 19, 2024. The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed FOUR HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$439,000.00).
 - B. Paragraph 4.1.1. shall be amended to reflect the increased additional compensation that shall not exceed Two-Hundred Thousand Dollars (\$200,000) during the Extended Term and a combined total maximum compensation amount of Six Hundred Thirty Nine Thousand Dollars (\$639,000).
 - C. Paragraph 12 shall be amended and replaced in its entirety by the following:

"12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8)."

D. Exhibit D shall have all references to “Consultant Agreement” be updated to “Consultant Agreement for Design Professionals”.

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.
3. **Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, the terms of this FIRST AMENDMENT to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

RUGGERI-JENSEN-AZAR

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President,
or Vice President

Date: _____

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: _____

EXHIBIT 1

CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS RUGGERI-JENSEN-AZAR

THIS AGREEMENT is entered into and becomes effective on 6/25/2024 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and RUGGERI-JENSEN-AZAR, a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June, 19, 20²⁴.
2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2024 until June 30, 2027 at which time CONSULTANT'S services shall be completed ("Initial Term"). The City Manager is authorized to extend the term of this Agreement for a maximum of two additional one-year extensions ("Extended Term"). Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be On-Call Map Review and City Surveyor Services for the Engineering Division as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$39,000. Total compensation to CONSULTANT under this Agreement during its Initial Term set forth in Section 2 above shall not exceed Thirty Nine Thousand dollars, and shall be billed based on the rate and basis set forth in **Exhibit B**. The City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during the Extended Term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the extended term exceed the amount set forth in Section 4.1.1 below.
 - 4.1.1. **Additional Compensation.** The City Manager shall have the authority to approve additional compensation in an amount not to exceed \$29,000 during the Extended Term, for a combined total maximum compensation amount of \$68,000.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.5. Professional Liability.
- 7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

- 7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law**.

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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 or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions 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 CONSULTANT or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT 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 City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

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 immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.
11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.
12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

RUGGERI-JENSEN-AZAR
8055 Camino Arroyo
Gilroy, CA 95020

Address of CITY is as follows:

Maria Angeles	with a copy to:
Senior Civil Engineer	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or

as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.
20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.
21. **Defense and Indemnification.**
 - 21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.
 - 21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").
 - 21.3. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.
 - 21.4. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. Entire Agreement; Modification; Conflicting Provisions. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. Notice of Security and/or Privacy Incident. If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. Binding Agreement. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or

transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.

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30. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 6/26/2024

APPROVED AS TO FORM:

DocuSigned by:

Cynthia Harrison

City Attorney

Donald A. Larkin

Print Name

Date: 6/25/2024

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 6/25/2024

RUGGERI-JENSEN-AZAR

DocuSigned by:

Arminta Jensen

By: 13073BFB14F0...

Arminta Jensen, Executive Vice
President and the Chief Financial
Officer

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice
President

Date: 6/14/2024

EXHIBIT A SCOPE OF SERVICES

The following are the types of tasks that are included in the CONSULTANT'S scope of services:

1. Review of tract maps and parcel maps for conformance with the Subdivision Map Act. Provide stamp and signature on maps and other documents, as necessary, as the Acting City Surveyor.
2. Review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process.
3. Review of lot line adjustments, certificates of compliance, vacation or abandonment of public right-of-way and public easements, plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Perform traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

CONSULTANT'S services will be billed on a time-and-materials basis according to the Standard Hourly Rates shown below. Any changes to the rate schedule shall be reflected in a written amendment between the Parties.

<u>Classification</u>	<u>Rate Effective</u> 7-1-2024 thru 6/30/2025	<u>Rate Effective</u> 7-1-2025 thru 6/30/2026	<u>Rate Effective</u> 7-1-2026 thru 6/30/2027
Senior Project Manager	\$279.00	\$293	\$308
Project Manager	264.00	277	291
Senior: Engineer, Surveyor, Planner	251.00	264	277
Associate: Engineer, Surveyor, Planner	234.00	246	258
Engineer, Surveyor, Planner	217.00	228	239
Assistant: Engineer, Surveyor, Planner	188.00	197	207
Senior Designer/Technician	184.00	193	203
Technician	163.00	171	180
Assistant Technician	141.00	148	155
Project Coordinator	125.00	131	138
Administrative Assistant	107.00	112	118
Clerical	81.00	85	89
Field Survey Manager	232.00	244	256
1-Person Survey Crew	214.00	225	236
2-Person Survey Crew	328.00	344	361
3-Person Survey Crew	395.00	415	436
Principal	295.00	310	326
Deposition/Court Appearance	rates are available upon request	rates are available upon request	rates are available upon request

EXPENSE SCHEDULE

Bond Copy (24"x36")	\$1.50 each
Color/mylar plot (small, medium).....	\$10.00 each
Color/mylar plot (large)	\$50.00 each
Xerox copy.....	\$0.15 each
Color xerox copy (8½ x 11 or 11 x 17).....	\$0.50 each
Client-Requested Overtime.....	Hourly Rate plus 25%

All other expenses, including:	Actual Cost plus 15%
Delivery Service	Travel & Expenses
Ooutside Reproduction	Filing or Permit Fees
Mileage - Auto	Conference Call Expenses
Ooutside Consultants	

EXHIBIT C
SCHEDULE OF PERFORMANCE

CONSULTANT'S services will be on an as needed, on-call basis.

EXHIBIT D
Third Party Data Use Agreement

1. CONSULTANT agrees that it shall not use any information provided by CITY for any purpose other than for work performed pursuant to this Agreement without the prior express written consent of CITY. CONSULTANT also hereby acknowledges that the data delivered by CITY is for use by CONSULTANT only, and is not to be released to any other party by any means whatsoever, including the Internet, without prior written consent of CITY. CONSULTANT shall provide written notice to CITY of any subcontractor with whom Geographic Information System data (GIS DATA) is shared for purposes of performing work under this Agreement.
2. All data and files are intended for the use within the ordinary course of users' business and may not be sold, placed on the internet or otherwise provided to other parties. All data shall comply with all statutes such as California State Law, Government Code section 7928.205 which prohibits any state or local agency from posting the home address or telephone number of any "elected or appointed official," residing spouse, or child on the internet, and Revenue and Taxation Code sections 408,408.1, 408.3, and 409 permitting the County Assessor to collect fees for certain information.
3. CITY, as rightful owners, shall retain all rights, title, interest, and copyright of the data. Any products using the GIS DATA must give credit to CITY as the source of the information. Any and all derivative products of the GIS DATA are owned by CITY and may not be used for any purpose other than performing work pursuant to this Agreement without prior written permission of CITY. All derivative products and resulting data shall be provided to CITY Project Manager and CITY GIS Manager at the completion of the work.
4. CONSULTANT and CITY understand and agree that the information provided pursuant to this Agreement is the product of professional services paid for by CITY and shall remain property of CITY. CONSULTANT may retain copies, including copies stored on magnetic media, only for information and reference, in connection with CONSULTANT'S use for work performed for CITY.
5. All of the above terms and conditions apply to any subcontractor retained by CONSULTANT.
6. In the event of a conflict between the terms and provisions of this Third Party Data Use Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of the CONSULTANT AGREEMENT shall govern and control.

**FIRST AMENDMENT TO AGREEMENT
MNS ENGINEERS, INC.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and MNS ENGINEERS, INC., a California Corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS" made as of June 25, 2024, for consultant services for a maximum compensation of Thirty-Nine Thousand Dollars (\$39,000.00) ("CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS"). The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS was entered into pursuant to the action of the Morgan Hill City Council taken on June 19, 2024. The CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 4.1 shall be amended to reflect the increased total compensation that shall not exceed FOUR HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$439,000.00).
 - B. Paragraph 4.1.1. shall be amended to reflect the increased additional compensation that shall not exceed Two-Hundred Thousand Dollars (\$200,000) during the Extended Term and a combined total maximum compensation amount of Six Hundred Thirty Nine Thousand Dollars (\$639,000).
 - C. Paragraph 12 shall be amended and replaced in its entirety by the following:

"12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement including, without limitation, complying with 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.). CONSULTANT will further comply and will ensure that its agents and its subcontractors comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8)."
 - D. Exhibit D shall have all references to "Consultant Agreement" be updated to "Consultant Agreement for Design Professionals".

- Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.
- Counterpart Signatures.** This Agreement may be signed in multiple counterparts, which shall, when executed by all the Parties, constitute a single binding agreement.

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4. **Conflicts.** In the event of a conflict between the terms and provisions of this FIRST AMENDMENT to Agreement and the terms and provisions of the CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS, the terms of this FIRST AMENDMENT to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Christina Turner, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:
Donald A. Larkin, City Attorney

MNS ENGINEERS, INC.

Date: _____

By:
Title:

Print Name and Title of Signer.
If Corporate: Chairman, President,
or Vice President

Date: _____

By:
Title:

Print Name and Title of Signer.
If Corporate: Secretary, Assistant
Secretary, Chief Financial Officer, or
Assistant Treasurer

Date: _____

EXHIBIT 1

**CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
MNS ENGINEERS, INC.**

THIS AGREEMENT is entered into and becomes effective on 6/25/2024 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and MNS ENGINEERS, INC., a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June, 19, 2024.
2. **Term of Agreement.** This Agreement shall cover services rendered from July 1, 2024 until June 30, 2027 ("Initial Term") at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of two additional one-year extensions ("Extended Term"). Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be On-Call Map Review and City Surveyor Services for the Engineering Division as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$39,000. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Thirty Nine Thousand dollars, and shall be billed based on the rate and basis set forth in **Exhibit B**. The City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that Extended Term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement, and provided further that in no event shall such maximum compensation allowed for the extended term exceed the amount set forth in Section 4.1.1 below.
 - 4.1.1. **Additional Compensation.** The City Manager shall have the authority to approve additional compensation in an amount not to exceed \$29,000 during the Extended Term, for a combined total maximum compensation amount of \$68,000.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY'S City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT'S equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY'S City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT'S sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees, and agents, relating to, or arising from, the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. Any deductibles or self-insured retentions must be declared to and approved by City. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

- 7.1.2. Automobile Liability. CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.3. Workers’ Compensation Insurance and Employer’s Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT’S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the CONSULTANT’S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.
- 7.1.5. Professional Liability.
 - 7.1.5.1. If the performance of CONSULTANT’S work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT’S combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT'S work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT'S work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. General Liability and pollution liability (when pollution liability applies).

7.2.1.1. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

7.2.1.2. "Waiver of Rights of Subrogation" - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

7.2.1.3. "Primary and Non-Contributing" - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

7.2.2. Workers Compensation.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.

7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT'S agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon any basis prohibited by State or Federal law, including but not limited to, race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

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 or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE

MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions 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 CONSULTANT or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision, or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT 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 City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

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 immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. 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.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY. Confidential shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of CONSULTANT; (3) were rightfully known to CONSULTANT prior to receipt from CITY; (4) are or were disclosed by the CITY to a third party generally without restriction on disclosure; or (5) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

MNS ENGINEERS, INC.
2025 Gateway Place, Suite 328
San Jose, CA 95110

Address of CITY is as follows:

Maria Angeles	with a copy to:
Senior Civil Engineer	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes, and regulations of the federal, state, and local government.

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

16.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3-year period, then CONSULTANT shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

16.3. **Ownership of Work Product.** Except for CONSULTANT's pre-existing concepts, ideas, materials, data and standard details, all documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement. Any reuse or modification by CITY of CONSULTANT's work for any project other than the project for which CONSULTANT

prepared, without CONSULTANT's prior written consent shall be at the sole risk of CITY and CITY agrees to indemnify and hold harmless CONSULTANT from all costs, losses, and expenses, including legal fees, incurred as a result of any such use or decision by CITY.

17. **Familiarity with Work.** By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **No Assignment.** Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY which consent shall not be unreasonably withheld. Any attempted assignment not first approved by CITY shall be void and, at CITY'S option, shall terminate this Agreement effective as of the date of such attempted assignment.

20. **Attorney Fees.** In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable documented attorney fees, costs and expenses incurred.

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 21.1 above, CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

- 21.3. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence, active negligence, or willful misconduct of the CITY.
- 21.4. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.
- 21.5. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT'S failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 21.6. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

22. **Entire Agreement; Modification; Conflicting Provisions.** This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified, or provisions waived, only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

23. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

24. **Interpretation.** This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

25. **Notice of Security and/or Privacy Incident.** If CONSULTANT, or its subconsultant, suspect, discover or are notified of a data security incident or potential breach of security and/or privacy relating to CITY PII, PHI and/or PCI, CONSULTANT shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify CITY of such incident or potential breach. CONSULTANT shall, upon CITY's request, investigate such incident or potential breach, inform the CITY of the results of any such investigation, and assist the CITY in maintaining the confidentiality of such information. In addition to the foregoing, CONSULTANT shall provide CITY with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security breach with respect to any CITY PII, PHI and/or PCI to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. CONSULTANT agrees that it shall reimburse CITY for all

expenses, costs, attorneys' fees, and resulting fines, penalties, and damages associated with such incident, breach, investigation and/or notification.

26. **Preservation of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

27. **Binding Agreement.** Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Data Sharing.** This Agreement requires access by CONSULTANT to CITY'S Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

29. **Electronic Signatures.** Unless otherwise prohibited by law or CITY 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 CITY.

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[Signatures on Next Page]

30. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

DocuSigned by:

Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 6/26/2024

APPROVED AS TO FORM:

DocuSigned by:

Cynthia Hannon

City Attorney

Donald A. Larkin

Print Name

Date: 6/25/2024

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 6/25/2024

MNS ENGINEERS, INC.

DocuSigned by:

Jeff Edwards

By 17C8137DB1641C...

Jeff Edwards, Vice President

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 6/10/2024

DocuSigned by:

Wes McClendon

By 08CF0D59D8D4C0...

Wes McClendon, Chief Financial Officer

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/10/2024

EXHIBIT A SCOPE OF SERVICES

The following are the types of tasks that are included in the CONSULTANT'S scope of services:

1. Review of tract maps and parcel maps for conformance with the Subdivision Map Act. Provide stamp and signature on maps and other documents, as necessary, as the Acting City Surveyor.
2. Review of land surveying aspects of tentative maps for conformance with City standards as part of the City's entitlement process.
3. Review of lot line adjustments, certificates of compliance, vacation or abandonment of public right-of-way and public easements, plat maps, legal descriptions, and closure calculations for technical accuracy.
4. Perform traditional topographic surveys to determine locations and elevations of existing improvements, structures, and topographic features.
5. Develop legal descriptions and plat maps, and other survey-related tasks as needed.

EXHIBIT B SCHEDULE OF COMPENSATION RATES

CONSULTANT'S services will be billed on a time-and-materials basis according to the Standard Hourly Rates shown below for calendar year 2024. The standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher, for each calendar year.

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager.....	275
Assistant Project/Program Manager.....	255
Senior Project Coordinator.....	195
Project Coordinator.....	165

ENGINEERING

Principal Engineer.....	\$305
Lead Engineer.....	270
Supervising Engineer.....	255
Senior Project Engineer.....	235
Project Engineer.....	210
Associate Engineer.....	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor.....	\$280
Lead Surveyor.....	270
Supervising Surveyor.....	230
Senior Project Surveyor.....	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor.....	160
Party Chief (PW).....	190
Chainperson (PW).....	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager.....	\$210
Supervising Technician.....	180
Senior Technician.....	170
Engineering Technician.....	130

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$335
Senior Construction Manager.....	290
Senior Resident Engineer.....	280
Resident Engineer.....	270
Structure Representative.....	260
Construction Manager.....	230
Assistant Resident Engineer.....	215
Sr. Construction Inspector (PW).....	198
Construction Inspector (PW).....	188
Office Administrator.....	135

PLANNING

Planning Director.....	\$235
City Planner/Planning Manager.....	220
Principal Planner.....	205
Senior Planner.....	190
Associate Planner.....	160
Assistant Planner.....	135
Planning Technician.....	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist.....	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer.....	\$265
Deputy City Engineer.....	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector.....	175
Senior City Inspector (PW).....	198
City Inspector (PW).....	188
Principal Stormwater Specialist.....	190
Senior Stormwater Specialist.....	180
Stormwater Specialist.....	170
Stormwater Technician.....	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector.....	175
Senior Grant Writer.....	190
Grant Writer.....	180
Associate Grant Writer.....	160
Assistant Grant Writer.....	145

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

EXHIBIT C
SCHEDULE OF PERFORMANCE

CONSULTANT'S services will be on an as needed, on-call basis.

EXHIBIT D
Third Party Data Use Agreement

1. CONSULTANT agrees that it shall not use any information provided by CITY for any purpose other than for work performed pursuant to this Agreement without the prior express written consent of CITY. CONSULTANT also hereby acknowledges that the data delivered by CITY is for use by CONSULTANT only, and is not to be released to any other party by any means whatsoever, including the Internet, without prior written consent of CITY. CONSULTANT shall provide written notice to CITY of any subcontractor with whom Geographic Information System data (GIS DATA) is shared for purposes of performing work under this Agreement.
2. All data and files are intended for the use within the ordinary course of users' business and may not be sold, placed on the internet or otherwise provided to other parties. All data shall comply with all statutes such as California State Law, Government Code section 7928.205 which prohibits any state or local agency from posting the home address or telephone number of any "elected or appointed official," residing spouse, or child on the internet, and Revenue and Taxation Code sections 408,408.1, 408.3, and 409 permitting the County Assessor to collect fees for certain information.
3. CITY, as rightful owners, shall retain all rights, title, interest, and copyright of the data. Any products using the GIS DATA must give credit to CITY as the source of the information. Any and all derivative products of the GIS DATA are owned by CITY and may not be used for any purpose other than performing work pursuant to this Agreement without prior written permission of CITY. All derivative products and resulting data shall be provided to CITY Project Manager and CITY GIS Manager at the completion of the work.
4. CONSULTANT and CITY understand and agree that the information provided pursuant to this Agreement is the product of professional services paid for by CITY and shall remain property of CITY. CONSULTANT may retain copies, including copies stored on magnetic media, only for information and reference, in connection with CONSULTANT'S use for work performed for CITY.
5. All of the above terms and conditions apply to any subcontractor retained by CONSULTANT.
6. In the event of a conflict between the terms and provisions of this Third Party Data Use Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of the CONSULTANT AGREEMENT shall govern and control.



CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:
Kathryn Pisano, Environmental Services Manager
APPROVED BY: City Manager

APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE MULTI-JURISDICTIONAL COMPOSTING EDUCATION PROGRAM

RECOMMENDATION(S)

1. Authorize the City Manager to execute, administer and make minor modifications with the approval of the City Attorney to the Memorandum of Understanding for the Multi-Jurisdictional Composting Education Program; and
2. Adopt resolution amending the FY2025-26 Budget to appropriate an additional \$116,893 to the City’s Countywide Solid Waste Program (Fund 246).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Supporting our Youth, Seniors, and Entire Community

2025-2026 Strategic Priorities

Community Engagement
Healthy Community
Fiscal Sustainability

Guiding Documents

Climate Action Plan
Communications, Outreach, and Engagement Plan

REPORT NARRATIVE:

The purpose of this staff report is to provide the City Council with an opportunity to adopt a resolution appropriating an additional \$116,893 in the City’s Countywide Solid Waste Program (Attachment 1), and to approve a Memorandum of Understanding (MOU) that will allow City participation in the Multi-Jurisdictional Composting Education Program, as well as oversight of the Program by the City in its capacity as Countywide Solid Waste Services (CSWS) Administrator and Contracting Agent (Attachment 2).

BACKGROUND

The Composting Education Program (CEP) is a vital initiative that directly supports the County's waste reduction goals by engaging the community in sustainable waste management practices and educates customers about key State regulations such as SB 1383. Residents attend in-person classes where they are educated about home composting, in the context of curbside collection, as well as landfill and climate issues. Attendees are encouraged to turn diverted food and yard waste into nutrient-rich soil amendments that provide critical benefits, including plant health, improved food production, reduced chemical use, and increased water holding.

The CEP has historically been funded by the Solid Waste Planning Fees (SWPF) which are assessed on each ton of waste disposed of in a landfill. In 2016, California Senate Bill 1383 (SB 1383) was adopted, setting goals to reduce the disposal of organic waste in landfills in an effort to reduce greenhouse gas emissions. The successful implementation of SB 1383 organics diversion programs has significantly reduced landfill disposal tonnage countywide, causing SWPF revenue to decrease. At the same time, the costs of running the programs have been increasing.

With reduced SWPF revenues and rising costs, the Santa Clara County Recycling and Waste Reduction Commission (RWRC) needed to find alternative funding mechanisms to continue providing residents with access to beneficial programs that also help cities to meet outreach and diversion workplans under SB 1383. The SWPF revenues alone will not be sufficient to support the future of the Composting Education Program (CEP).

The cities of Cupertino, Gilroy, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, and the County of Santa Clara have all committed to providing composting education services to residents by jointly funding a centralized CEP through a Memorandum of Understanding (MOU). The MOU will be managed by the RWRC County Fiscal Agent and by the City of Morgan Hill in its capacity as Countywide Solid Waste Services Administrator and Contracting Agent.

CITY PARTICIPATION IN THE MULTI-JURISDICTIONAL COMPOSTING EDUCATION PROGRAM

The CEP MOU will become effective starting January 1, 2026, and will remain in effect until June 30, 2027. In FY 2025-26 and FY 2026-27, Morgan Hill's contribution to the CEP costs will be \$3,583 each year. These costs will be fully covered by funds from Round Two of CalRecycle's Local Assistance Grant Program funds for SB 1383. The City budget for FY 2025-26 includes revenues and expenses for SB 1383 compliance and grant implementation, including the Composting Education Program.

COUNTYWIDE SOLID WASTE SERVICES OVERSIGHT OF THE COMPOSTING EDUCATION PROGRAM

Each year, Santa Clara County as the current Fiscal Agent will issue invoices to the participating jurisdictions for their committed amounts for the Composting Education Program. Collected funds will be directed to the City of Morgan Hill in its capacity as the RWRC Administrator and Contracting Agent. The City's Fund Transfer Requests will be adjusted to cover the costs associated with increased appropriation related to the Composting Education Program.

Oversight of the Composting Education Program MOU by the City in its capacity as CSWS Administrator and Contracting Agent is included in the work program of the Public Services Department. While it is anticipated that current staff funded through the existing CSWS program can absorb work required to administer the MOU, the Composting Education Program MOU provides an opportunity for the City to request funding for additional resources during the annual budget and workplan process if oversight of the MOU takes more time to manage than expected and if additional City resources are needed.

COMMUNITY ENGAGEMENT:

The subject of this staff report is entirely administrative in nature and does not impact services directly provided to the Morgan Hill community. Given this, no community engagement was conducted prior to this meeting.

Currently, ongoing community engagement for the Composting Education Program is completed by the UC Cooperative Extension. The UC Cooperative Extension conducts home composting workshops that are available for free to all residents of Santa Clara County, provides presentations and hands-on composting demonstrations to schools in grades K-12, and attends community events to educate residents about home composting practices. Additionally, the Program administers a website, hotline, Facebook, and Instagram page to promote workshops and composting basics.

ALTERNATIVE ACTIONS:

The Council could decide not to approve the Resolution appropriating an additional \$116,893 to the City's Countywide Solid Waste Program budget. However, this is work that participating jurisdictions have asked that the City implement in the City's role as the Countywide Solid Waste Program Contracting Agent and Administrator. The Council could also decline to approve the MOU for the Multi-Jurisdictional Composting Education Program. This is not recommended as Morgan Hill's contribution enables participation in this multi-jurisdictional service with funds that are required to be used for such services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not taken prior action on this item.

FISCAL AND RESOURCE IMPACT:

A budget amendment in the amount of \$116,893 to the City's Countywide Solid Waste Services (Fund 246) is needed. The increased expense is completely offset by the increased revenue. Morgan Hill's contribution to the program (\$3,583) is included in the General Fund (Fund 010), fully offset by grant revenue from Round Two of CalRecycle's Local Assistance Grant Program funds for SB1383.

CEQA (California Environmental Quality Act):

Not a Project

The activities associated with this item are administrative activities that will not result in direct changes to the physical environment.

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2025-2026 ANNUAL BUDGET IN THE COUNTY SOLIDE WASTE PROGRAM (FUND NO. 246) TO APPROPRIATE \$116,893 THEREFORE

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled “Approve the Memorandum of Understanding for Participation in the Multi-Jurisdictional Composting Education Program” submitted for City Council consideration at its meeting of September 3, 2025, submitted to the City Council by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City’s previously adopted Annual Budgets for Fiscal Years 2024-2025 and 2025-2026 as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City’s previously adopted Fiscal Years 2024-2025 and 2025-2026 Budgets, as the same has been amended to date, are hereby further amended in

accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and

- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City’s Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Years 2024-2025 and 2025-2026 Budgets of the City or Morgan Hill.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 3rd day of September 2025 by the following vote:

AYES: COUNCIL MEMBERS: None
NOES: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None

APPROVED:

ATTEST:

MARK TURNER, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 25-____ adopted by the City Council at the meeting held on the 3rd day of September 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD

FISCAL YEAR 2025-2026

ADJUSTMENT # 005

FUND:	246	Countywide Solid Waste Administration
DEPARTMENT:	40	Public Services
	40	Public Services
	5820	Countywide Solid Waste Program
OBJECT:	42231	CONTRACT SERVICES

AGENDA DATE:	09/03/25
AGENDA ITEM TITLE:	Countywide Solid Waste

	07/01/25 UNAUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/26 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	360,737	1,599,973	1,927,635	33,075
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		116,893	116,893	-
RESULT OF RECOMMENDED ACTION	360,737	1,716,866	2,044,528	33,075

**MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES
IN SANTA CLARA COUNTY
FOR THE COMPOSTING EDUCATION PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the cities of Cupertino, a municipal corporation of the state of California; Gilroy, a municipal corporation of the state of California; Morgan Hill, a municipal corporation of the state of California; Mountain View, a municipal corporation of the state of California; Palo Alto, a municipal corporation of the state of California; San José, a municipal corporation of the state of California; Santa Clara, a municipal corporation of the state of California; and the County of Santa Clara, a political subdivision of the State of California; collectively “Parties” or individually as a “Party.”

RECITALS

- A. The signatory Parties are also “PARTIES” to the Memorandum of Agreement (“MOA”) entered into on June 14, 2013 for the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee (“TAC”), which is a separate Committee created to assist the County of Santa Clara Recycling and Waste Reduction Commission (“RWRC” or “Commission”) that advances the interests of Party Jurisdictions by performing technical and policy review to inform parties and advise the Commission on solid waste management issues, and bring together varied expertise and viewpoints for planning and implementing the Commission approved annual workplan and budget. The MOA, which remains in effect, is attached hereto and incorporated herein by reference as (“Exhibit A”).
- B. The participating Parties have previously agreed to jointly administer and fund the cost of the Composting Education Program (the “Program”).
- C. The RWRC is scheduled to review and accept this MOU and associated financial contributions to incorporate into the Commission budget as Countywide funds at the August 27, 2025, meeting.
- D. The Parties desire to execute this MOU is to ensure ongoing operation of the Program for participating jurisdictions and to provide each Party’s respective share of costs to fund the Program.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE OF THE MOU

The purpose of this MOU is to establish a system of:

- 1) Management and operation of the Program from January 1, 2026, to June 30, 2027. The Program will also cover the costs from July 1, 2025, to December 31, 2025, and will be reimbursed retroactively from July 1, 2025, upon execution of the MOU.
- 2) Payment by the Parties for their share of the costs for implementation of the Program as referenced in (“Exhibit B”).

SECTION 2. TERM AND EFFECTIVE DATE

The agreement will become effective upon execution by all parties or by January 1, 2026, whichever comes first.

SECTION 3. EXTENSION

The MOU may be extended in two-year increments, initially from July 1, 2027, to June 30, 2029, and thereafter upon approval by the Parties.

SECTION 4. DEFINITIONS

The original 2013 Memorandum of Agreement entered into between the Parties (and as may be amended from time to time) defined in detail the duties of the TAC Administrator, Contracting Agent (currently the City of Morgan Hill in its capacity as Countywide Solid Waste Services), and Fiscal Agent (currently Santa Clara County), and those definitions from the MOA shall apply to this MOU. For ease of reference, those definitions are summarized below.

- 4.1 The TAC Administrator provides administration and management services to the TAC and carries out the annual workplan.
- 4.2 The Contracting Agent executes contracts with outside contractors, including the Administrator and the Fiscal Agent that have been requested and approved by the Implementation Committee.
- 4.3 The Fiscal Agent serves as the treasurer of the Countywide funds and is responsible for collecting the Solid Waste Planning Fee from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County.

SECTION 5. RESPONSIBILITIES OF THE TAC ADMINISTRATOR AND CONTRACTING AGENT

- 5.1 The TAC Administrator will provide administration and management of the Program. These duties include overseeing the work of the Program, development of the budget, and inclusion of the Program in the annual work plan and budget. The costs to perform these duties will be included in the annual workplan and budget designated as Countywide Funds for the Program as defined in the MOA.
- 5.2 Contracts executed by the Contracting Agent for the Program, TAC Administrator and Fiscal Agent will be based on the approved budget for the Program. The Contracting Agent will provide an invoicing system to pay the Program, TAC Administrator, and Fiscal Agent. The Contracting Agent shall provide the TAC Administrator with the proposed costs to perform these duties. The signatory Parties to this MOU (except when acting in their authorized capacities as Contracting Agent, TAC Administrator, and Fiscal Agent) are not direct parties to the third-party contracts entered into by those agents.

SECTION 6. RESPONSIBILITIES OF THE FISCAL AGENT

The Fiscal Agent will collect and receive funds from the Parties for implementation of the Program. Funds will be segregated from the Countywide Solid Waste Program Funds in separately numbered and coded accounts that are readily identifiable as those containing Program or Countywide Solid Waste Program Funds. The Fiscal Agent shall not expend, use, or transfer any Program funds except in accordance with the annual work plan and budget.

The Fiscal Agent shall provide the TAC Administrator with the proposed costs to perform these duties as part of the annual work plan budget development process.

SECTION 7. RESPONSIBILITIES OF THE PROGRAM

The Program will implement the scope of work specified in Exhibit D to this MOU (“Exhibit D”).

SECTION 8. RESPONSIBILITIES OF THE PARTIES

The Parties will share costs of implementing the Program as described in Exhibit B and undertake the duties assumed by the Parties as described in this MOU (“Exhibit C”).

SECTION 9. PAYMENTS UNDER THIS MOU

- 9.1 The Parties agree to share costs of the Program based on population size as defined in the cost share matrix contained in Exhibit B.

9.2 The Parties agree to pay forth costs identified in the budget and approved through the Implementation Committee of the RWRC. For Fiscal Year 2025-2026, the Fiscal Agent shall invoice the Parties for the amounts specified in Exhibit B by no later than November 30, 2026, and the Parties shall submit payment for those invoices by January 1, 2026. For Fiscal Year 2026-2027, and each year thereafter (upon execution of an extension of this MOU) the Fiscal Agent shall invoice the Parties by May 30th of each year, and the Parties shall submit payment for those invoices by no later than June 30th of each year. Each Party will make their payment to the Fiscal Agent based on the invoice amount within thirty (30) calendar days of receipt.

9.3 The Fiscal Agent will ensure that the Program account is segregated from the Solid Waste Program Fee Fund account managed pursuant to the MOA.

SECTION 10. BOOKS AND ACCOUNT

The Fiscal Agent will keep complete and accurate financial records, including funding contribution amounts from each Party, date of invoice request, and payment submittals, and shall report this information in Quarterly Reports submitted to the IC and the RWRC as required in the MOA. Upon reasonable notice to the Fiscal Agent, any Party to this MOU may inspect the financial records related to this MOU.

SECTION 11. FURTHER ASSURANCES

Each Party will adopt, execute, and make any and all further assurances, documents, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the Parties' performance of their obligations under this MOU.

SECTION 12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to all other Parties as follows:

12.1 Authority: Each Party has the full legal right, power and authority under the laws of the State of California to enter into this MOU and to carry out all of its obligations herein.

12.2 Due Execution: Each Party's representatives who sign this MOU are duly authorized to sign and bind their respective agency.

12.3 Valid, Binding, and Enforceable Obligations: This MOU has been authorized and executed by each Party and constitutes the legal, valid, and binding agreement of the Parties, and is enforceable according to its terms.

SECTION 13. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved in this MOU is exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or hereafter existing in law or in equity or by statute or otherwise, and all remedies may be exercised without exhausting and without regard to any other remedy.

SECTION 14. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or Jurisdiction delegated to such Party under this MOU (including but not limited to work engaged in or contracts entered into by a Party acting in their capacity as Contracting Agent, Program Manager, TAC Administrator, or Fiscal Agent.). No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of any other Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or Jurisdiction delegated to such other Party under this MOU, as indicated in this Section. The obligations set forth in this paragraph will survive the termination and expiration of this MOU.

SECTION 15. SEVERABILITY

The provisions of this MOU shall be severable, and if any clause, sentence, paragraph, provision or other part shall be adjudged by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU will be valid and binding on the Parties.

SECTION 16. AMENDMENTS

This MOU may only be amended by a written instrument signed by each of the Parties.

SECTION 17. COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 18. USE OF ELECTRONIC SIGNATURES

Unless otherwise prohibited by law, 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 writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties. Should any Jurisdiction not permit electronic signatures only their copy of the MOU must be signed in the conventional manner.

SECTION 19. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This MOU, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this MOU, the terms specified in the body of this MOU shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may be modified only by a written amendment duly executed by the Parties to this MOU. This MOU is intended to supplement the original MOA and does not replace the original MOA. The MOA shall remain in effect and to the extent that there are any contradictions between this MOU and the original MOA, the provisions in this MOU shall prevail.

SECTION 20. WITHDRAWAL FROM MOU

No individual Party may withdraw from this limited term Agreement on or before June 30, 2026. Any Party wishing to withdraw on or after June 30, 2026, must provide a sixty (60) day notice to the Contracting Agent. Withdrawal by a Party does not affect the cost contributions of the remaining Parties.

SECTION 21. NO LEGAL RELATIONSHIP

By entering into this MOU, the Parties are neither forming, nor do they intend to form a partnership, agency, or any other legal entity relationship. No Party is authorized to bind or to act as the agent or legal representative of the other Party for any purpose, and neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other Party.

SECTION 22. GOVERNING LAW, VENUE

This MOU 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 MOU shall be in the County of Santa Clara.

**MEMORANDUM OF UNDERSTANDING
AMONG LOCAL PUBLIC AGENCIES IN SANTA CLARA COUNTY
FOR THE COMPOSTING EDUCATION PROGRAM**

IN WITNESS HEREOF, the Parties have executed the MOU as of the last date set forth below:

City of Cupertino – City Manager

Date: _____

Approval as to form, Senior Assistant
City Attorney

Date: _____

City of Gilroy- Public Works Director

Date: _____

Approval as to form, Gilroy City
Attorney

Date: _____

City of Morgan Hill, as a Party and as
Contracting Agent and TAC
Administrator

Date: _____

Approval as to form, Morgan Hill City
Attorney

Date: _____

City of Mountain View- Public Works
Director

Date: _____

City of Mountain View – Finance and
Administrative Services Director

Date: _____

City of Mountain View- City Manager

Date: _____

Approval as to form, Mountain View
Senior Assistant City Attorney

Date: _____

City of Palo Alto – City Manager

Date: _____

Approval as to form, Palo Alto Assistant
City Attorney

Date: _____

City of Santa Clara - City Manager

Date: _____

Approval as to form, Santa Clara City
Attorney

Date: _____

County of Santa Clara, as a Party and as
Fiscal Agent - Chief Operating Officer

Date: _____

Approval as to form and legality, Santa
Clara County Deputy County Counsel

Date: _____

City of San José, Director of the City
Manager's Office of Administration,
Policy and Intergovernmental Relations

Date: _____

Approval as to form, San José
Senior Deputy City Attorney

Date: _____

EXHIBIT A

AGREEMENT
CREATING THE SANTA CLARA COUNTY
RECYCLING AND WASTE REDUCTION
TECHNICAL ADVISORY COMMITTEE

THIS AGREEMENT, is made and entered into this 4th day of June 2013 by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California; CITY OF CAMPBELL, a municipal corporation of the State of California; CITY OF CUPERTINO, a municipal corporation of the State of California; CITY OF GILROY, a municipal corporation of the State of California; CITY OF LOS ALTOS, a municipal corporation of the State of California; TOWN OF LOS ALTOS HILLS, a municipal corporation of the State of California; TOWN OF LOS GATOS, a municipal corporation of the State of California; CITY OF MILPITAS, a municipal corporation of the State of California; CITY OF MONTE SERENO, a municipal corporation of the State of California; CITY OF MORGAN HILL, a municipal corporation of the State of California; CITY OF MOUNTAIN VIEW, a municipal corporation of the State of California; CITY OF PALO ALTO, a municipal corporation of the State of California; CITY OF SAN JOSE, a municipal corporation of the State of California; CITY OF SANTA CLARA, a chartered municipal corporation of the State of California; CITY OF SARATOGA, a municipal corporation of the State of California; and CITY OF SUNNYVALE, a municipal corporation of the State of California.

All of the above-mentioned entities are hereinafter collectively referred to as "PARTIES" or individually as "PARTY."

RECITALS:

- A. In 1989, the California Legislature passed and enacted the California Integrated Waste Management Act, known as "AB 939", (Public Resources Code Section 40000 et. seq) requiring jurisdictions to divert 25% of waste from disposal by 1995 and 50% of waste from disposal by 2000. AB 939 required each County to develop and periodically update a County Integrated Waste Management Plan and to appoint an AB 939 Local Task Force.
- B. Prior to 1992, the Solid Waste Committee of the Santa Clara County Intergovernmental Council advised the cities and the County on solid waste and recycling issues. The Technical Advisory Committee, also originally convened by the Intergovernmental Council, provided technical advice to the Solid Waste Committee on solid waste and recycling issues.
- C. On or about February 1992, the Santa Clara County Board of Supervisors and the cities in Santa Clara County designated the Solid Waste Committee of the Intergovernmental Council as the AB 939 Task Force for Santa Clara County.
- D. On February 4, 1992, the Santa Clara County Board of Supervisors replaced the Solid Waste Committee of the Intergovernmental Council with the Solid Waste Commission of Santa Clara County ("Commission") in order to streamline the

TAC MEMORANDUM OF AGREEMENT

decision-making process on solid waste and recycling issues. (Ordinance No. NS-300.495) The powers and duties of the Commission are defined in Chapter XVII, Division A6 of the County of Santa Clara Ordinance Code.

- E. On December 4, 2001, the Santa Clara County Board of Supervisors approved Ordinance No. NS-300.658 changing the name of the Commission to the Recycling and Waste Reduction Commission of Santa Clara County.
- F. The Commission advises city councils and the Board of Supervisors in Santa Clara County on countywide solid waste and recycling planning issues and on the County Solid Waste Management Plan/County Integrated Waste Management Plan.
- G. The By-Laws of the Commission (also approved by the County Board of Supervisors on February 4, 1992) continued the existence of the Recycling and Waste Reduction Technical Advisory Committee (the "TAC"). The purpose of the TAC was to provide technical advice to the Commission on solid waste management and policy; to bring together a wide spectrum of viewpoints and expertise on countywide solid waste and recycling issues affecting individual jurisdictions; and to assist in development of policies, programs and revisions and amendments to countywide plans.
- H. On an annual basis, the TAC prepares and submits an Annual Workplan and Budget for review and approval by the Commission. The Commission-approved Annual Workplan is then implemented by the TAC using funds in the Commission-approved Annual Budget.
- I. In accordance with the AB 939 provisions for financing solid waste diversion and planning activities, the County of Santa Clara levies and collects the Countywide Solid Waste Planning Fee ("SWPF") on each ton of solid waste disposed at landfills located within the County, on tons taken to non-disposal facilities located within the county and subsequently transported for disposal to landfills outside Santa Clara County, and on tons transported directly to disposal facilities located outside Santa Clara County. The current SWPF of \$0.78 per ton was established by the County Board of Supervisors on May 19, 2009. Funds from the SWPF are used to fund the activities and programs of the Commission and the TAC. In addition, funds from grants, voluntary contributions from other agencies and other revenue sources are used to fund these activities and programs. Such funds, including monies from the SWPF, are referred to herein as "Countywide Funds".
- J. In 2011, Assembly Bill 341 ("AB 341") was signed into law establishing a statewide goal of diverting 75% of solid waste from disposal by 2020 and requiring The California Department of Resources, Recycling and Recovery to prepare and submit a plan to the Legislature on or before January 1, 2014 on how to achieve this goal.
- K. Since the TAC was originally established, the field of solid waste management and recycling has become much more complex and the PARTIES must comply with an increasing number of laws and regulations. In order to achieve the statewide goal of 75% diversion, many materials currently disposed in landfills must be segregated and

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processed at new facilities, and channeled into useful purposes. New infrastructure, diversion systems and enhanced producer responsibility measures must be implemented in order to accomplish this goal.

- L. Commensurate with changes in the breadth and complexity of the solid waste and recycling field, the work and functions of the TAC have evolved over time to encompass not only providing advice to the Commission, but also recommending, implementing and monitoring countywide public education and diversion programs included in the Commission-approved Annual Workplan and Budget where it is cost effective for the PARTIES to jointly provide such programs.
- M. The TAC requires expanded powers and authority to monitor ongoing staffing support for programs in the Commission-approved Annual Workplan as well as the power and authority to recommend, monitor and audit the funding for these programs, at the levels contained in the Commission-approved Annual Budget.
- N. In order to address these issues, the Commission appointed the Ad Hoc Committee for TAC Organizational Study, and the TAC appointed the TAC Ad Hoc Organizational Study Subcommittee. Pursuant to recommendations from these Committees, the County retained Arroyo Associates in 2010 to conduct an independent Organizational Study. The study evaluated the countywide integrated waste management programs and services and provided operational and organizational recommendations to enhance the efficiency and effectiveness of the countywide solid waste management system. The Commission's Ad Hoc Committee held a meeting on May 29, 2012 with representatives of the TAC and the public to discuss the recommendations of the Organizational Study and options for restructuring the operating parameters of the TAC.
- O. The purpose of this Agreement is to implement the recommendations of the Commission's Ad Hoc Committee and the TAC Ad Hoc Subcommittee to revise the functions, powers, membership, structure and duties of the TAC to make these consistent with the manner in which the TAC currently functions; and to simplify the reporting relationship between the Commission and the TAC. Such changes are desired by the PARTIES in order to facilitate countywide and regional approaches for meeting the statewide goal of 75% diversion articulated in AB 341; remaining in compliance with the existing requirements of AB 939, SB 1016 and all other state and federal laws and regulations, and planning for the goal of zero waste in the future.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. PURPOSES AND FUNDING

The Santa Clara County Recycling and Waste Reduction Technical Advisory Committee ("TAC") is hereby established to replace the Recycling and Waste Reduction Technical Advisory Committee referred to in Article V of the Commission Bylaws dated October 2001.

A. *Purposes.* The purposes of the TAC are:

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1. To implement the Commission-approved Annual Workplan and Budget;
2. To advise the Commission and the decision-making bodies of all PARTIES on technical and policy issues related to solid waste management and recycling including plans to achieve the statewide AB 341 goal of 75% diversion by 2020 and plans for working toward the goal of zero waste;
3. To bring together a wide spectrum of viewpoints and expertise to focus on countywide solid waste management, issues affecting individual communities, and solid waste and recycling issues affecting public environmental health;
4. To assist in development of policies, programs and revisions and amendments to countywide plans that can meet countywide needs and, thus, receive countywide approval;
5. To provide a forum for exchange of solid waste, recycling, composting and other diversion information;
6. To inform the PARTIES' respective agencies and jurisdictions about issues and recommendations of the Commission, and perform follow-up actions, as necessary;
7. To recommend Commission approval of countywide programs to maximize the effectiveness of local funds spent for public education and recycling programs, and to implement and monitor such programs.
8. To assist with future master planning for facilities and infrastructure, as requested by the Commission.
9. To perform technical and policy review and make technical and policy recommendations to the Commission and technical recommendations to the PARTIES concerning best practices in solid and hazardous waste management; recycling, composting, diversion programs, source reduction; litter reduction on land; reduction of litter that originates from the storage, collection, transportation, and processing of solid waste, recyclable materials and organic materials that affects water quality in local creeks, San Francisco Bay, and oceans; and 'cradle-to-cradle' extended producer responsibility for products and packaging from creation through use and ultimate recycling or other disposition, with regard to:
 - a. The feasibility of technical proposals;
 - b. Analysis of issues and problems in solid waste management;
 - c. Proposed and/or needed national and state legislation and policies;
 - d. New infrastructure required to achieve countywide goals, and;
 - e. Financing and management options for creation of such infrastructure.
10. To perform other duties as directed by the Commission.

B. *Funding.* The TAC is funded by the Solid Waste Planning Fee ("SWPF") that is charged to customers by the operators of all disposal and non-disposal facilities located within the County of Santa Clara, and remitted, by those facility operators, to the County of Santa Clara. The SWPF is also charged on tons of solid waste that are hauled directly to out-of-county disposal facilities. The amount of the SWPF is established by the Board of Supervisors based upon input and recommendations from the Commission and the TAC Implementation Committee. Additional revenues come from grants, voluntary contributions of other agencies and other sources. These, together with the SWPF funds constitute the Countywide Funds used to fund the Commission-approved Annual Workplan and Budget.

II. COMPOSITION

A. Voting members, not to exceed 27 in number, shall include:

1. One (1) staff person from each City or Town that is a PARTY
2. Three (3) staff persons from the County as follows:
 - a. One (1) to represent the Unincorporated Area
 - b. One (1) to represent County interests related to environmental health
 - c. One (1) to represent County interests related to integrated waste management
3. One (1) staff person from the Santa Clara Valley Water District
4. Up to eight (8) persons from non-governmental organizations appointed by the Commission as follows:
 - a. No more than three (3) representing for-profit industry groups and/or business organizations (however, no member shall represent a single for-profit company)
 - b. No more than four (4) representatives of non-profit groups that advocate for source reduction, recycling programs, sustainability, and/or producer responsibility
 - c. No more than two (2) representatives of institutions of higher learning located within Santa Clara County

B. Appointment of Members. All members representing a public agency shall be re-designated annually via a letter on agency letterhead addressed to the TAC Administrator ("Administrator"). The Commission will accept requests and nominations for non-governmental organizations to serve on the TAC. The Administrator will publish a notice in a daily local newspaper of general circulation to a minimum of two-hundred fifty thousand (250,000) people in September of every other year announcing that nominations and requests to serve are being accepted. The Administrator will take other reasonable and cost-effective measures to distribute the announcement via other media, including, but not limited to, websites, local publications and social media, to reach persons who might not see the notice in a daily newspaper. The Commission will select the non-governmental organizations to be represented on the TAC. Those organizations will, in turn, submit a letter to the Administrator designating a member and an alternate. Members representing non-governmental organizations shall serve for a period of two (2) years beginning in January. At the end of that time, the Commission shall select the non-governmental organizations to be represented on the TAC for the new two (2) year term. The initial group of non-governmental organization representatives will be selected by the Commission on or before December 31, 2013 and will begin serving their terms on January 1, 2014. The Administrator will publish a notice in the newspaper, and distribute the notice via other suitable media, in September 2013 announcing that the Commission will consider nominations and applications for non-governmental organizations to be represented on the TAC.

C. Alternates. Each PARTY may designate one or more alternate representative(s) to serve in the absence of the regular member. The alternate(s) will be designated in writing as described in Section II B. Alternates may serve on TAC committees,

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subcommittees, and ad hoc subcommittees.

D. *Vacancies.* Each PARTY is responsible for designating a replacement for its member if the member can no longer serve. In the event of a vacancy, the Chair shall, by letter, request that the PARTY designate a new member. If a vacancy occurs with regard to a representative of a non-governmental organization, the Administrator shall notify the non-governmental organization to designate a new member. In the event the non-governmental organization declines, the TAC shall notify the Commission and request that a new non-governmental organization be selected to fill the remainder of the term created by the vacancy.

E. *Attendance.* Attendance at meetings is vital to the proper and effective functioning of the TAC. Three (3) consecutive absences or a member missing over fifty percent (50%) of the TAC meetings in a calendar year are sufficient grounds for the Administrator to notify the member and request their attendance. Should a PARTY be unable to send its representative to meetings for an extended period of time, the PARTY shall notify the Chair in writing on letterhead and a replacement representative will not be requested from that PARTY.

III. QUORUM AND VOTING

A. *Quorum.* A quorum consists of thirteen (13) voting members physically present at a meeting.

B. *Voting.* Actions of the TAC shall be taken by a majority vote of the members present at the meeting. Each member has one vote. (See Section VI B for voting and quorum requirements for the Implementation Committee that differ from those for the full TAC.)

C. *Attendance From A Remote Location.* In the event of an unavoidable schedule conflict, a member may participate in a meeting from a remote location via telephone or video-conference provided that all requirements of the Brown Act (Government Code Section 54950, et seq.) are met and further provided that the scheduled meeting room has the technical capability to accommodate the request. In such event, the member will notify the Administrator at least ten (10) days in advance of the meeting and ask to attend from a remote location. The Administrator will advise the member if this is possible. If so, the Administrator will comply with all Brown Act requirements including stating the alternate location in the meeting notice. The member shall also comply with all Brown Act requirements in Government Code Section 54953 (b), including, but not limited to, posting a meeting notice and agenda on the door of the remote location for the duration of the meeting, and allowing members of the public to participate in the meeting from the remote location along with the member. The member's vote will be counted; however, the member will not be included in the count to determine a quorum. Attendance from a remote location is to be used only in rare cases of unavoidable schedule conflicts. In-person attendance and participation at meetings is strongly preferred and encouraged.

D. *Bylaws.* The TAC may, as necessary, recommend adoption of Bylaws for its

governance to the Commission for approval, and operate according to Bylaws approved by the Commission. In the event revisions to Commission-approved Bylaws are desired, the TAC may recommend such revisions to the Commission.

IV. OFFICERS AND THEIR RESPONSIBILITIES

A. *Officer Positions.* The officers of the TAC shall be the Chair, Vice Chair, and the Subcommittee Chairs. The Chair and Vice Chair of the TAC must be voting members or alternates representing a PARTY.

B. *Election and Term.* Each officer shall be elected by majority vote of a quorum of the voting membership at the last meeting of each calendar year or as soon thereafter as possible. All officers' terms begin with the first meeting of each calendar year.

C. *Duties.* The Chair of the TAC shall be responsible for chairing all meetings of the TAC and the Implementation Committee (IC), and representing the TAC and the IC at Commission meetings. The Chair shall approve the draft agendas for TAC and IC meetings, except that any agenda item proposed by two (2) or more voting members must be placed on the next available agenda. The Vice Chair shall serve as the Chair in the Chair's absence. The Chairs of the Subcommittees shall be responsible for calling meetings of their respective Subcommittees and chairing those meetings. The Subcommittee Chairs shall approve the draft agendas for their respective Subcommittees except that any items proposed by two (2) or more voting members of a Subcommittee shall be placed on the next available Subcommittee agenda.

V. MEETINGS

A. *Meetings.* The TAC shall meet monthly at the time and place published on the agendas. Additional meetings may be called as needed. The Chair shall provide every member of the TAC with seventy-two (72) hours written notice of regular and additional TAC meetings. The agenda for each meeting shall be developed by the Administrator in consultation with the TAC Chair, and shall be approved by the Chair.

B. *Conduct of Meetings.* All meetings of the TAC, including all Committees, Subcommittees, Ad Hoc Committees and Subcommittees and any closed sessions with legal counsel, shall be properly noticed and conducted in accordance with the "Brown Act" (Government Code Section 54950 et seq.) Except for official meetings of the TAC and its Committees, Subcommittees and Ad Hoc Committees and Subcommittees, nothing herein shall be interpreted to require meetings between staff members of the individual PARTIES (including designated representatives of the PARTIES) to be subject to the Brown Act, where the Brown Act would not otherwise apply. Each PARTY is individually responsible for ensuring it complies with the Brown Act. Wherever this Agreement is silent with regard to procedure, Robert's Rules of Order shall apply.

VI. IMPLEMENTATION COMMITTEE

A. *Composition and Duties.* The TAC Implementation Committee (IC) is comprised of one voting member from each PARTY to this Agreement plus one voting member from the Santa Clara Valley Water District (SCVWD). The PARTY'S

IC representative is usually also the PARTY'S TAC representative. Each PARTY and the SCVWD may also designate an alternate. The purpose of the IC is to make decisions and recommendations on all fiscal, management and administrative issues of the TAC. The IC selects, monitors and provides oversight of the Administrator, the Fiscal Agent, the Contracting Agent, and legal counsel to the TAC. The IC recommends the level and setting of the SWPF to the Commission.

B. Quorum, Voting and Meetings. A quorum of the IC is nine (9) voting members. (Note: the City of San Jose representative counts as two (2) voting members toward the IC quorum.) The affirmative vote of at least eight (8) voting members of the IC, including PARTIES collectively representing at least forty percent (40%) of the population of the incorporated and unincorporated areas of the County of Santa Clara, is necessary to approve any measure brought before the IC. (For purposes of calculating whether or not the forty percent (40%) figure has been reached, the population of each PARTY shall be counted; however, no population shall be attributed to the SCVWD due to the fact that it encompasses such a large percentage of the population of the entire incorporated and unincorporated County.) Each member of the IC shall have one vote, with the exception of the City of San Jose which shall have two (2) votes. The IC shall meet at least annually to consider and recommend approval of the Annual Workplan and Budget to the Commission for the upcoming fiscal year. The Chair may call other meetings of the IC as needed. All IC meetings are open to the public and to all TAC members. Participation and discussion by all TAC members and by members of the public is encouraged. The Chair of the IC forwards all recommendations made by the IC directly to the Commission, and also makes an informational report to the TAC on the recommendations forwarded to the Commission. The Chair shall strive to achieve consensus among IC members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the IC along with the dissenting opinion(s) and viewpoints, to the Commission and to the TAC. In the event of a tie, the Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Chair may, in the Chair's sole discretion, re-agendize the item for another IC meeting.

C. Use of Outside Contractors. The IC is responsible for selecting any consultant(s) or contractor(s) ("Outside Contractors") to perform tasks included in the Commission-approved Annual Workplan and Budget and who are to be paid from Countywide Funds, using a process created in consultation with the Contracting Agent. The IC is responsible for reviewing and approving the parameters of any contracts with Outside Contractors, including the scope(s) of work, schedules of performance, use of subcontractors, and compensation for such Outside Contractors. The IC then directs the Contracting Agent to conduct the procurement process for Outside Contractors and to execute contracts with the selected Outside Contractor(s).

VII. TAC SUBCOMMITTEES

A. *Issue and Policy Subcommittees.* Issue and policy subcommittees shall be established as needed by the TAC. The TAC will evaluate and establish standing Subcommittees in December of each year. Additional Subcommittees may be established at other times throughout the year as needed.

B. *Membership and Meetings.* Membership on all issue and policy Subcommittees is open to all TAC voting members and designated alternates. There is no maximum size for each Subcommittee. The TAC shall appoint a Chair for each Subcommittee. A quorum is two (2) or more Subcommittee members. Subcommittees may elect a Vice-Chair to serve in the Chair's absence. Subcommittee chairs shall be responsible for calling and chairing meetings. The Subcommittee chairs shall approve the draft agenda and report the activities and recommendations of the Subcommittee to the TAC. Subcommittee chairs shall strive to achieve consensus among members. Consensus is defined as general agreement in sentiment or belief. If clear consensus cannot be reached, the Chair will call for a vote of the voting members present. In such event, the Chair will report the recommendation of the Subcommittee along with the dissenting opinion(s) and viewpoints, to the TAC. In the event of a tie, the Subcommittee Chair will report that outcome and the viewpoint(s) expressed that led to that outcome. In the alternative, the Subcommittee Chair, in consultation with the TAC Chair, may decide to re-agendize the item for discussion at another meeting.

C. *Ad Hoc Subcommittees.* The TAC may establish Ad Hoc Subcommittees as needed to address specific issues or problems. The TAC shall appoint a Chair for each Ad Hoc Subcommittee. All Ad Hoc Subcommittees shall follow the same operating procedures as the standing issue and policy subcommittees. The TAC Chair shall monitor the work of all Ad Hoc Subcommittees, and all such Subcommittees shall be promptly disbanded by the TAC once their tasks have been accomplished.

VIII. TAC ADMINISTRATOR

A. *Duties.* The TAC Administrator provides administration and management services to the TAC and carries out the Annual Workplan. Duties of the Administrator include, but are not limited to: scheduling meetings of the TAC and all committees, subcommittees, and ad hoc subcommittees; preparing agendas and meeting minutes; maintaining all TAC records and files; notifying the TAC of correspondence received and preparing outgoing correspondence; completing all tasks in the Annual Workplan; providing monthly reports at TAC meetings on the status of the Workplan; and other duties as directed by the IC. The Administrator reports to the Chair of the TAC. The Administrator shall work cooperatively and collaboratively with the IC, the Fiscal Agent and the Contracting Agent. The Administrator is paid from funds in the adopted TAC budget.

B. *Selection.* The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. The IC will receive and evaluate proposal(s) and make a recommendation to the Commission on selection of an Administrator, as further described in Attachment 2.

C. *Initial Administrator.* The initial Administrator for the TAC shall be the County of Santa Clara, Integrated Waste Management Division ("County IWMD"). The initial staff provided is described on Attachment 1. In the event of a change in the initial staff, the procedures described in Attachment 2 shall be followed. In the event the IC determines there is a need for a change in the Administrator in the future (due to costs, availability of designated employees or for other reasons), or in the event the County IWMD is unable or unwilling to serve, the procedures for selection of a new Administrator in Attachment 2 shall be followed.

D. *If Administrator Is Also A PARTY.* In the event the Administrator is a PARTY, that PARTY shall appoint a TAC/IC representative whose function is to represent the PARTY's point of view on issues, policy and fiscal matters. The PARTY'S TAC/IC representative shall be a person who is not be involved in the work of the Administrator. This designation shall be made in writing on the PARTY'S letterhead to the Chair of the TAC. The person(s) fulfilling the duties of the Administrator shall act as staff to the TAC, TAC committees and subcommittees, and to the IC.

E. *Contract With Administrator.* All duties and responsibilities of the Administrator, and a list and description of all staff assigned to provide Administrator services, shall be included in a contract between the Contracting Agent and the Administrator. The contract term may be for a single year or for multiple years, at the discretion of the IC. In the event that the Administrator is a PARTY, a letter agreement will be prepared between the Contracting Agent and the Administrator, containing all of the duties, responsibilities, staffing commitments and costs for the Administrator to serve for the upcoming fiscal year. The letter agreement will include the Annual Workplan and costs for the Administrator's services. The letter agreement shall state that the Administrator agrees to provide the described services at the approved costs for the upcoming fiscal year and that all employee and overhead costs will be maintained at the levels specified in the agreement for that fiscal year. With regard to the initial Administrator, the first letter agreement shall be prepared and executed prior to July 1, 2014 to reflect the costs and the scope of work to be performed for FY 2014/15. If the Administrator and the Contracting Agent are the same PARTY, the letter agreement will be prepared and signed by a staff person designated to represent the Administrator and also signed by a separate staff person designated to represent the Contracting Agent.

F. *Annual Workplan and Budget.* As the work of the TAC progresses each year, the Administrator will maintain a list of potential work items to be placed in the Annual Workplan for the upcoming fiscal year. Beginning with preparation of the Annual Workplan and Budget for fiscal year 2014/15, the following schedule will apply. In November of each year, the IC will review the list of potential work items compiled by the Administrator, add additional items as needed, and direct the Administrator to prepare a proposed Workplan and Budget for the upcoming fiscal year. The proposed Annual Workplan will contain the elements described in Attachment 3.

The Administrator shall submit the final draft of the proposed Annual Workplan and

Budget to the IC no later than December 15 of each year. If required, the IC will provide revisions and comments to the Administrator, who will then revise and finalize the Annual Workplan and Budget. The IC will approve the Annual Workplan and Budget on or before January 31 of each year and forward it to the Commission for approval. Commission approval is anticipated to be during the month of February. Upon approval by the Commission, the Contracting Agent will prepare agreements with the Administrator, the Fiscal Agent and the Contracting Agent that include the approved Annual Workplan and Budget (for the Administrator) and the approved costs and duties (for the Fiscal Agent and the Contracting Agent) as described in Sections VIII E, IX D and X C. The agreements will be signed by designated representatives of the Administrator, the Fiscal Agent and the Contracting Agent. In the event the Administrator, the Fiscal Agent and/or the Contracting Agent are the same PARTY, that PARTY shall designate separate representatives to execute the agreements on behalf of the Administrator, the Fiscal Agent and the Contracting Agent. Said agreements shall be fully executed and in place prior to July 1 of each year.

G. Annual Reporting and Evaluation. The Administrator shall prepare a self-evaluation/audit report to the IC including significant accomplishments, work items planned but not accomplished, work items not planned but completed, and the status of all work items in the Annual Workplan. The report will include recommendations and suggestions for improving the work of the Administrator and will be submitted on or before September 15 each year. The IC will consider the report at a regular meeting and discuss and provide recommendations and feedback to the Administrator. The IC will rate the overall implementation and effectiveness of the Workplan and, in turn, rate the performance of the Administrator based upon the ability of the Administrator to meet the timelines and budget in the Workplan and to effectively support the Commission and the TAC. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Administrator. This feedback will be used by the Administrator to make any required changes in operations, procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Administrator, the IC may, at any time, discuss questions, concerns or issues of performance with the Administrator.

IX. FISCAL AGENT

A. Duties. The Fiscal Agent serves as the treasurer of the Countywide Funds and is responsible for collecting the SWPF from all solid waste disposal facilities and non-disposal facilities located within Santa Clara County. The Fiscal Agent also collects and receives grant funds and revenues from other sources. The Fiscal Agent shall diligently pursue collection of all SWPF funds and shall keep the IC apprised of the amount and entity owing delinquent payments, as well as of the status of collection activity initiated by the Fiscal Agent regarding the delinquent payments. The Fiscal Agent shall manage all funds in accordance with generally accepted government accounting procedures. The Fiscal Agent shall keep Countywide Funds segregated from all other funds administered by the Fiscal Agent in separately numbered and coded accounts that are readily identifiable as those containing Countywide Funds; shall credit appropriate interest income earned on such funds in each fiscal year; and shall not expend, use or transfer

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any funds except in accordance with the Annual Workplan and Budget approved by the IC and the Commission, or as otherwise directed by the IC. In the event the Fiscal Agent is not also the Contracting Agent, the Fiscal Agent shall transfer Countywide Funds to the Contracting Agent as directed by the IC, in accordance with the procedures in Attachment 5. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Fiscal Agent. The initial Fiscal Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Fiscal Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the following procedures for selection of a new Fiscal Agent shall be followed.

C. Selection. Any PARTY willing to serve as the Fiscal Agent may be nominated by another PARTY. The nominated PARTY(IES) will submit a letter proposal to the IC containing the costs for performing the services of the Fiscal Agent, including all employee and overhead costs and all proposed expenses. If the same PARTY is also already serving, or is proposing to serve, as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The IC will hold discussions with representatives of the nominated PARTY(IES) as needed. The recommendation of the IC will be forwarded to the Commission for approval. Upon receipt of Commission approval, the Contracting Agent will execute an agreement with the new Fiscal Agent that includes the approved costs for the PARTY to provide Fiscal Agent services for the upcoming fiscal year.

D. Payment For Services. The Fiscal Agent shall provide the Administrator with proposed costs to perform the duties of TAC Fiscal Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Fiscal Agent is also serving as the Administrator, the Contracting Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Fiscal Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Contracting Agent will prepare an agreement to be signed by the Fiscal Agent and the Contracting Agent to perform services for the new fiscal year. In the event that the Contracting Agent and the Fiscal Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Fiscal Agent and the (separate) designated employee of the PARTY serving as the Contracting Agent.

E. Quarterly and Annual Budget Status. The Fiscal Agent shall prepare and submit quarterly budget updates to the IC every three (3) months, and shall provide a Year-End Budget Report. These reports shall be formatted in a clear and concise manner such that all expenditures, revenues, movement of monies, reallocation of funds and adjustments to the budget are detailed by project and line item (i.e. numerical reference and narrative

description). The Year-End Budget Report shall be submitted to the IC on or before October 31 each year. The IC may, at any time, request additional budget information, detail, documentation and updates. The Fiscal Agent shall respond promptly to all such requests.

F. Biennial Audit. The Fiscal Agent shall arrange for an audit by an independent third party Certified Public Accounting Firm (CPA) to be conducted every other year beginning with an audit of the 2013/14 fiscal year. The Fiscal Agent may utilize the CPA firm retained by the jurisdiction of which the Fiscal Agent is a part, to perform that PARTY's annual audit. In such event, the results of the audit of the Countywide Funds and accounts shall be clearly and separately called out in the CPA's audit report. The results of the audit shall be reported to the IC on or before January 15 every other year.

G. Evaluation of the Fiscal Agent. Each year, the Fiscal Agent shall prepare a self-evaluation, along with the Year-End Budget Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Fiscal Agent. The self-evaluation shall be submitted at the same time as the Year-End Budget Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Fiscal Agent based upon the ability of the Fiscal Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Fiscal Agent. This feedback will be used by the Fiscal Agent to make any required changes in operations and procedures and/or work tasks for the next fiscal year. In addition to the annual review of the Fiscal Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Fiscal Agent.

X. CONTRACTING AGENT

A. Duties. The Contracting Agent executes contracts with Outside Contractors, including the Administrator and the Fiscal Agent (where applicable) that have been requested and approved by the IC. The Contracting Agent consults with the IC to establish a procurement process for Outside Contractors, and then conducts that process once the IC has approved a scope of work, schedule, budget and other parameters of the contract that will be awarded by the Contracting Agent. The Contracting Agent shall conduct the procurement process and execute all contracts within a reasonable period of time after being directed to do so by the IC. The Contracting Agent shall provide a copy of any contract executed on behalf of the TAC to any PARTY, any TAC member, and to any PARTY or person designated by any PARTY or the IC upon request. The governing body of the Contracting Agent, at its discretion, may delegate authority to execute agreements and contracts approved by the IC to a designated employee. Notice of any such delegation of authority shall be provided in writing to the Chair of the IC and to the Administrator.

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In the event the Contracting Agent is not also the Fiscal Agent, the Contracting Agent shall receive Countywide Funds transferred to the Contracting Agent by the Fiscal Agent on a periodic basis as described in Attachment 5. The Contracting Agent shall manage all Countywide Funds in accordance with generally accepted government accounting procedures. The Contracting Agent shall keep Countywide Funds segregated from all other funds administered by the Contracting Agent in separately numbered and coded accounts that are readily identifiable as Countywide Funds, and shall not expend, use or transfer any funds except as specifically directed by the IC. At the close of the fiscal year, the Contracting Agent shall, pursuant to the procedures in Attachment 5, comply with all directions from the IC with regard to retention of funds for contracts with Outside Contractors that are still in effect, and with regard to return of unexpended or unencumbered funds to the Fiscal Agent. The Fiscal Agent shall work cooperatively and collaboratively with the IC, the Administrator, and the Contracting Agent.

B. Initial Contracting Agent. The initial Contracting Agent shall be the County of Santa Clara. The specific contact person shall be designated in writing to the Administrator and to the TAC Chair. In the event the IC determines there is a need for a change in the Contracting Agent in the future (due to costs, lack of availability of designated employees or for other reasons), or in the event the County is unable or unwilling to serve, the procedures for selection of a new Contracting Agent shall be the same as those for selection of a Fiscal Agent as described in Section IX C.

C. Payment For Services. The Contracting Agent shall provide the Administrator with proposed costs to perform the duties of TAC Contracting Agent for the upcoming fiscal year upon request. The proposed costs shall be at the level of detail described in Attachment 2. If the Contracting Agent is also serving as the Administrator, the Fiscal Agent, or both, the proposed costs to perform each function shall be separately specified. The proposed costs will be reviewed by the IC as part of review of the Annual Workplan and Budget. If there is a question or concern about the proposed costs, the Chair of the IC and the Administrator will meet with the Contracting Agent concerning the issues. Upon approval of the Annual Workplan and Budget by the IC and the Commission, the Administrator will prepare an agreement to be signed by the Contracting Agent and the Administrator to perform services for the new fiscal year. In the event that the Administrator and the Contracting Agent are the same PARTY, the agreement shall be signed by the designated employee of the PARTY serving as the Contracting Agent and the (separate) designated employee of the PARTY serving as the Administrator.

D. Annual Contract Status Report. The Contracting Agent shall prepare and submit an annual report to the IC on the status of all contracts (listing all contracts in progress, expired, terminated, and the amount of work and budget remaining in each) on or before October 31 each year. The report shall also note the amount of Countywide Funds held by the Contracting Agent, and specify the amount(s) of funds encumbered for contracts, and the amount(s) of funds that are unspent and unencumbered. The IC may, at any time, request additional information, detail, documentation and updates on any or all contracts. The Contracting Agent shall respond promptly to all such requests.

E. *Audits.* The Contracting Agent shall cooperate with and provide all information and documentation required in order to complete the bi-annual audit described in Section IX F. In the event the IC decides that any actions or activities of the Contracting Agent are not in compliance with this Agreement, or if the IC determines there are other reasons for an audit to be performed, the IC may perform an audit of the Countywide Funds received and expended by the Contracting Agent. In such event, the Contracting Agent shall cooperate fully, and in a timely manner, with persons performing the audit.

F. *Evaluation of the Contracting Agent.* Each year, the Contracting Agent shall prepare a self-evaluation, along with the Annual Contract Status Report, for submittal to the IC. The self-evaluation will include a description of key work tasks performed, any duties or tasks not completed, and any non-planned work tasks completed. The report will include recommendations and suggestions for improving the services of the Contracting Agent. The self-evaluation shall be submitted at the same time as the Annual Contract Status Report. The IC will review the report at a regular meeting and discuss any suggested or needed changes or improvements. The IC will rate the overall performance of the Contracting Agent based upon the ability of the Contracting Agent to perform its duties in a timely manner and in accordance with all requirements of this Agreement. The final recommendations and feedback of the IC will be recorded in the minutes and also in a letter from the IC Chair to the Contracting Agent. This feedback will be used by the Contracting Agent to make any required changes in operations and procedures for the next fiscal year. In addition to the annual review of the Contracting Agent, the IC may, at any time, discuss questions, concerns or issues of performance with the designated representative of the Contracting Agent.

XI. LEGAL COUNSEL

A. *Selection.* The IC may select an attorney or firm that is experienced in solid waste, recycling and municipal law to research legal issues, proposed legislation, and to provide legal advice to the TAC ("Legal Counsel") as provided for in the Commission-approved Annual Workplan and Budget. Legal Counsel may be a City Attorney or County Counsel (i.e. an employee of one of the PARTIES) or may be an outside attorney or law firm. The IC will interview and select Legal Counsel as needed, and direct the Contracting Agent to prepare a contract with Legal Counsel for the provision of legal services. The IC shall direct the work of Legal Counsel. The Administrator may assist in coordination of activities with Legal Counsel, but shall not give direction without prior authorization from the IC. Legal Counsel shall not be responsible for providing legal advice to individual PARTIES related to their individual compliance with Public Resources Code Section 40000 et. seq., but may provide such services under separate contract with any PARTY or PARTIES.

XII. OTHER AGREEMENTS OF THE PARTIES

A. *Term of Agreement.* The term of this Agreement shall commence on the date the last duly authorized representative of the PARTIES executes it. This Agreement shall remain in effect until terminated by the PARTIES or until eight (8) or more PARTIES containing more than fifty percent (50%) of the population of the incorporated and unincorporated areas of County of Santa Clara withdraw from the Agreement, whichever

occurs first. A PARTY may withdraw from the Agreement by providing written notice to the Administrator, stating the effective date of the PARTY'S withdrawal. The withdrawal of a PARTY shall not entitle that PARTY to receive or retain any portion of the SWPF.

B. Ethical Code of Conduct. All TAC members and Alternates shall adhere to the Ethical Code of Conduct in Attachment 4. All TAC members and Alternates shall attend a TAC-sponsored ethics training every other year beginning in FY 2013/14. The Administrator shall arrange for this training and include the cost in the Annual Workplan and Budget for each year the training is required to be conducted.

C. Counterparts. This Agreement may be executed and delivered in any number of copies ("counterparts") by the PARTIES, including by means of facsimile and e-mail or PDF copies. When each PARTY has signed and delivered at least one counterpart to the Administrator, each counterpart shall be deemed an original, and taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the PARTIES hereto.

D. Non-Compliance With State and Federal Laws. No PARTY shall, by entering into this Agreement, participating in the TAC or the IC, or agreeing to serve as Administrator, Fiscal Agent, Contracting Agent, and/or Legal Counsel, assume or be deemed to assume responsibility for any other PARTY in complying with the requirements of state and federal solid waste and recycling laws, including but not limited to, the California Integrated Waste Management Act of 1989 as amended (Public Resources Code Section 40000 et seq). This Agreement is intended solely for the convenience and benefit of the PARTIES hereto and shall not be deemed for the benefit of any third party and may not be enforced by any third party, including, but not limited to, the United States Environmental Protection Agency and the California Department of Resources, Recycling and Recovery, or any person acting on their behalf or in their stead.

E. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY, or by the Santa Clara Valley Water District in carrying out its duties under Section VI. Implementation Committee shall not be shared pro rata, but instead the PARTIES agree that pursuant to Government Code Section 895.4, each of the PARTIES hereto shall fully defend, indemnify and hold harmless each of the other PARTIES, and the Santa Clara Valley Water District in the carrying out of its duties under Section VI. Implementation Committee, from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers agents or employees, or in connection with or arising from any work, authority or jurisdiction delegated to such PARTY under this Agreement. No PARTY, nor any officer, board member, employee or agent thereof, shall be responsible for any damage or liability incurred by reason of the negligent acts or omissions or willful misconduct of the other PARTIES hereto, their officers, board members, employees or agents under or in connection with or arising from any work, authority or jurisdiction delegated to such

TAC MEMORANDUM OF AGREEMENT

PARTY under this Agreement.

F. *Entire Agreement.* This Agreement supersedes any prior arrangement or agreement among the PARTIES regarding the composition, structure, duties and powers of the TAC including, but not limited to, the TAC Rules of Procedure dated May 22, 2006, but does not supersede any other agreements between any of the PARTIES.

G. *Amendments.* This Agreement may be amended by unanimous written agreement of the PARTIES. All PARTIES agree to bring any proposed amendments to this Agreement to their Council or Board, as applicable, within three (3) months following acceptance by the IC. The IC shall, on a biennial basis, evaluate this Agreement and determine if any amendments are needed. The first biennial evaluation shall be in 2015. The IC may recommend amendments on a more frequent basis if desired.

H. *Venue.* In the event that suit shall be brought by any PARTY to this Agreement, the PARTIES agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

I. *Attachments.* Attachments 1 through 5 are attached hereto and incorporated herein by this reference.

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: JUN 04 2013

APPROVED AS TO FORM:

By: *Ken Yeager*
PRESIDENT Board of Supervisors

By: *Michael B...* 6/3/2013
Deputy County Counsel

KEN YEAGER

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:
Lynn Regadanz
Lynn Regadanz, Clerk
Board of Supervisors

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

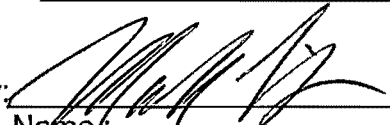
Date: _____

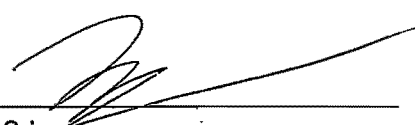
By: _____

CITY OF CAMPBELL

Date: July 17, 2013

APPROVED AS TO FORM:

By: 
Name: Mark Linder
Title: City Manager

By: 
Name: William R. Seligmann
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Mark Linder

Name: _____

Title: City Manager

Title: City Attorney

CITY OF CUPERTINO

Date: 8/28/13

APPROVED AS TO FORM:

By: Carol Atwood for

By: Melissa Thonow

Name: David Brandt

Name: Melissa Thonow

Title: City Manager

Title: City Attorney

CITY OF GILROY

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Thomas Haglund

Name: _____

Title: City Administrator

Title: City Attorney

CITY OF LOS ALTOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Marcia Somers

Name: _____

Title: City Manager

Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Carl Cahill

Name: _____

Title: City Manager

Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF CAMPBELL

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Mark Linder
Title: City Manager

By: _____
Name: _____
Title: City Attorney

CITY OF CUPERTINO

Date: _____

APPROVED AS TO FORM:

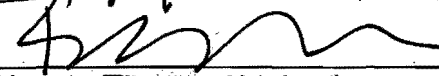
By: _____
Name: David Brandt
Title: City Manager

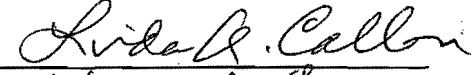
By: _____
Name: _____
Title: City Attorney

CITY OF GILROY

Date: 10/7/2013

APPROVED AS TO FORM:

By: 
Name: Thomas Haglund
Title: City Administrator

By: 
Name: LINDA A. CALLON
Title: City Attorney

ATTEST:

CITY OF LOS ALTOS

City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Marcia Somers
Title: City Manager

By: _____
Name: _____
Title: _____

TOWN OF LOS ALTOS HILLS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Carl Cahill
Title: City Manager

By: _____
Name: _____
Title: Town Attorney

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

CITY OF LOS ANGELES

Date: 7-9-13

APPROVED AS TO FORM:

By: Marcia Somers
Name: MARCIA SOMERS
Title: CITY MANAGER

By: Jolie Houston
Name: Jolie Houston
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name : _____
Title: _____

By: _____
Name : _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

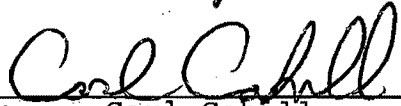
Date: _____


By: _____

CITY OF LOS ALTOS HILLS

Date: 10/14/2013

APPROVED AS TO FORM:

By: 
Name: Carl Cahill
Title: City Manager

By: 
Name: Steve Mattas
Title: City Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the dates shown below.

COUNTY OF SANTA CLARA, a public entity of the State of California

Date: _____ APPROVED AS TO FORM:

By: _____
Chair, Board of Supervisors

By: _____
Deputy County Counsel

ATTEST:

Date: _____

By: _____

~~CITY OF~~ ^{TOWN} LOS GATOS

Date: 7/1/17

APPROVED AS TO FORM:

By: [Signature]
Name: Gary Larson
Title: Town Manager

By: [Signature]
Name: Judith J. Propp
Title: Town Attorney

CITY OF _____

Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TAC MEMORANDUM OF AGREEMENT

Title: City Manager

Title: Town Attorney

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Greg Larson

Name: _____

Title: Town Manager

Title: Town Attorney

CITY OF MILPITAS

Date: 9/21/13

APPROVED AS TO FORM:

By: 

By: 

Name: Tom Williams

Name: Michael J. Ogaz

Title: City Manager

Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Brian Loventhal

Name: _____

Title: City Manager

Title: _____

CITY OF MORGAN HILL

Date: _____

APPROVED AS TO FORM:

By: _____

By: _____

Name: Steve Rymer

Name: _____

Title: City Manager

Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

By: _____
Name: Greg Larson
Title: Town Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

By: _____
Name: Tom Williams
Title: City Manager

APPROVED AS TO FORM:

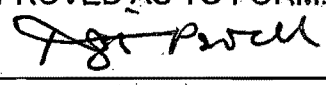
By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: 7/19/13

By: 
Name: Brian Loventhal
Title: City Manager

APPROVED AS TO FORM:

By: 
Name: Kirsten Powell
Title: City Attorney

CITY OF MORGAN HILL

Date: _____

By: _____
Name: Steve Rymer
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

TOWN OF LOS GATOS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Greg Larson
Title: Town Manager

By: _____
Name: _____
Title: Town Attorney

CITY OF MILPITAS

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Tom Williams
Title: City Manager

By: _____
Name: Michael J. Ogaz
Title: City Attorney

CITY OF MONTE SERENO

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Brian Loventhal
Title: City Manager

By: _____
Name: _____
Title: _____

CITY OF MORGAN HILL

Date: 10/1/13

APPROVED AS TO FORM:

By: [Signature]
Name: Steve Rymer
Title: City Manager

By: [Signature]
Name: René Guzmán
Title: City Attorney
Resolution No: 6638

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: 7-24-13

By: *Daniel H. Rich*
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: *Jannie L. Quinn*
Name: Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____
Name: Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: 7.31.13

By: 

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: 

Name: Cara Silver
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____
Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____


By: _____
Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

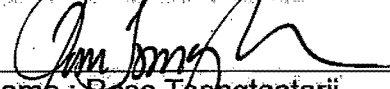
By: _____
Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: 8/1/13

By: 
Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: 
Name : Rosa Tsongtaarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____
Name: Julio J. Fuentes
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

By: _____
Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name : Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name : Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: 9-11-13

By: _____

Name: Julio J. Ruentes
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: _____

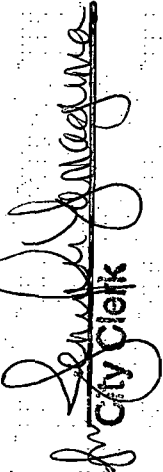
By: _____

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Richard Taylor
Title: City Attorney

Attest:

City Clerk

TAC MEMORANDUM OF AGREEMENT

CITY OF MOUNTAIN VIEW

Date: _____

By: _____

Name: Daniel H. Rich
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: Jannie L. Quinn
Title: City Attorney

CITY OF PALO ALTO

Date: _____

By: _____

Name: James Keene
Title: City Manager

APPROVED AS TO FORM:

By: _____

Name: _____
Title: City Attorney

CITY OF SAN JOSE

Date: _____

By: _____

Name: Norberto Dueñas
Title: Deputy City Manager

APPROVED AS TO FORM:

By: _____

Name: Rosa Tsongtaatarii
Title: Senior Deputy City Attorney

CITY OF SANTA CLARA

Date: _____

By: _____

Name: Julio J. Fuentes
Title: City Manager

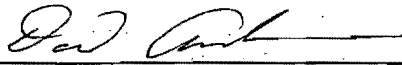
APPROVED AS TO FORM:

By: _____

Name: Richard E. Nosky, Jr.
Title: City Attorney

CITY OF SARATOGA

Date: 7-25-2013

By: 

Name: Dave Anderson
Title: City Manager

APPROVED AS TO FORM:

By: 

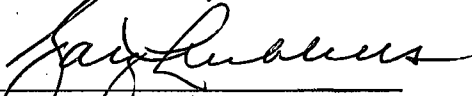
Name: Richard Taylor
Title: City Attorney

TAC MEMORANDUM OF AGREEMENT

CITY OF SUNNYVALE

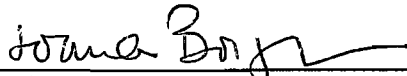
Date: 7/22/13

APPROVED AS TO FORM:

By: 

Name: Gary M. Luebbers

Title: City Manager

By: 

Name: Joan A. Borger

Title:

ATTACHMENT 1

INITIAL STAFFING OF ADMINISTRATOR

The following is the initial staff complement for the Administrator:

Staff Person	% FTE Committed To Administrator Duties	% FTE Committed To County Unincorporated Duties
Elizabeth Constantino, Program Manager II Provides oversight of all Annual Workplan tasks and all functions of the Administrator.	0.82 FTE	0.18 FTE
Lisa Rose, Senior Management Analyst Coordinates the Green Business Program, serves as staff to the Commission, and performs various other duties.	0.87 FTE	0.13 FTE
Clifton Chew, Management Analyst Serves as staff to the TAC, prepares state reporting and DRS, and performs various other duties.	0.80 FTE	0.20 FTE
Zachary DeVine, Management Analyst Contracts monitoring, budget tracking, Outreach Specialist, and various other duties.	0.67 FTE	0.33 FTE
Sue Sherrin, Associate Management Analyst B, Green Business Specialist	0.98 FTE	0.02 FTE
Sarah Smith, Management Analyst Home Composting Education Program Coordinator	1.0 FTE	0.00 FTE
Joanne Chapa, Office Specialist III	0.94 FTE	0.06 FTE

ATTACHMENT 2

SELECTION PROCESS FOR THE ADMINISTRATOR

- 1. Selection.** The IC shall select a PARTY or an Outside Contractor to serve as the Administrator for the TAC. As part of the selection process, the potential candidate(s) shall submit a proposal to the IC for providing Administrator services. The proposal shall include: a detailed scope of work for the upcoming fiscal year, detailed costs and work hours for the completion of each task, and a list of the employees proposed to perform each part of the Annual Workplan, as well as the administrative and management duties of the Administrator. The proposal shall also include a resume and description of the education, experience and expertise of each proposed staff member highlighting experience in solid waste management, recycling, diversion programs, producer responsibility, public education and outreach, legislative analysis, budgeting, public sector management, administration and policy development. It is of great importance that each member of the Administrator staff possess a high level of experience and expertise in the listed areas. The proposal shall designate the duties and activities to be carried out by each employee. The IC will review the proposal(s) and conduct interview(s) with the potential Administrator(s). The IC will select an Administrator and recommend approval to the Commission.
- 2. Change in Administrator Staff.** In the event any member of the Administrator's staff is unable or unavailable to serve in the capacity indicated in the original proposal, the IC shall work with the Administrator to determine if an acceptable alternate staff member is available. This shall include, if desired by the IC, having representatives from the IC participate in the selection process for the alternate staff person; review the resumes, references and writing samples of proposed candidates; attend and participate in interviews; and provide input to the decision-making process for selection of the proposed alternate staff member. If the proposed alternate staff person is not acceptable to the IC, and the IC determines that the employee who is unavailable is a key employee, the IC may give written notice to the Administrator that the TAC will seek another Administrator, and the IC may recommend to the Commission that the selection process for a new Administrator be commenced. Upon receipt of Commission approval, the IC will begin that process. The Administrator shall serve until such time as either a replacement Administrator is selected and approved by the Commission, or (if the Administrator is not a PARTY) until the current contract for the services of the Administrator expires, whichever occurs first. In the IC's sole discretion, the services of the Administrator may be terminated prior to the selection of a new Administrator. In the event the Administrator is not a PARTY, an early termination clause shall be placed in the contract with the Administrator for use by the IC in the event a key staff person becomes unavailable.
- 3. Key Employee.** A "key employee" includes, but is not limited to, any one of the following:

 - a. An employee who is performing twenty percent (20%) or more of the work hours in the Annual Workplan.

TAC MEMORANDUM OF AGREEMENT

- b. An employee whose work tasks require a high level of technical expertise and experience in recycling, solid and/or hazardous waste management programs and practices.
- c. An employee whose work tasks require a high level of professional judgment that is the product of numerous years of experience in recycling, solid and hazardous waste management, and/or in work for public agencies.
- d. An employee whose work tasks involve a high level of interaction with the public (e.g. in trainings, liaison with businesses or non-profit organizations, etc.).
- e. An employee whose work tasks involve presentations or testimony to public agencies (e.g. City Councils, the Board of Supervisors) and/or community organizations (e.g. service organizations, community groups, homeowner's associations, etc.).

ATTACHMENT 3

ELEMENTS TO BE CONTAINED IN THE ANNUAL WORKPLAN AND BUDGET

1. **Scope of Work.** The proposed Annual Workplan and Budget will contain a detailed scope of work for each proposed task, the employee work hours estimated to complete each task, the name(s) of the specific employees that will perform the work for each task, the cost of the work hours for each task, all proposed overhead costs for the Administrator and all other projected costs. If the Administrator is a public agency, the costs may be shown as a percentage of each Full Time Equivalent (FTE) and the cost therefore, as long as the position (such as 'Analyst I') and the name of the employee filling that position are indicated, along with the fully burdened cost of the specified percentage of each FTE. The proposed Annual Workplan shall contain a list of key milestones for each task.
2. **Administrative Tasks.** The Workplan shall include a task for providing administrative support for the TAC including work hours to prepare meeting agendas, to schedule meetings, attend meetings, prepare minutes and correspondence, and carry out the direction of the TAC and all Committees and Subcommittees. The Workplan shall also include a separate task for providing administrative support to the Commission including work hours to prepare agendas, attend Commission meetings, prepare minutes, and carry out the direction of the Commission, its Committees and Subcommittees.
3. **Other Staff Commitments.** The proposed Workplan will contain a listing of the other duties and responsibilities of each assigned employee (other than the work to be performed as Administrator for the TAC and the Commission) including the work hours and a general description of the key tasks and projects to be performed. This will serve as a cross-check (regardless of whether the Administrator is a public agency or a private firm) to ensure that the time of each employee is not overcommitted, and that sufficient time exists for each employee to complete all their assigned tasks.
4. **Fiscal Agent and Contracting Agent Costs.** The Administrator shall consult with the Fiscal Agent and with the Contracting Agent (in the event they are separate PARTIES) and shall incorporate the proposed costs for the services of each into the proposed Workplan and Budget. Such costs shall be clearly and separately identified for each function (and identified separately from those of the Administrator) and shall include the costs for employee time, expenses (such as bank fees), overhead charges and all other proposed costs.
5. **Cost Detail For Comparison.** The budget shall be formatted in a clear and concise manner such that all projected expenditures and revenues are detailed by project and line item. The proposed Workplan and Budget shall contain sufficient detail about proposed work hours and costs such that a comparison can be made between the proposed costs for the current Administrator, the current Fiscal Agent and the current

Contracting Agent, and other potential providers of these services.

- 6. Projected Amount of Fund Transfer From Fiscal Agent to Contracting Agent.** In the event the Fiscal Agent and the Contracting Agent are different PARTIES, the budget shall include the projected amount of funds to be transferred from the Fiscal Agent to the Contracting Agent in order to pay for contracts with Outside Contractors that will be awarded by the Contracting Agent in the upcoming year. Such projections shall take into account all funds currently held by the Contracting Agent (if any) and the amount of such funds already encumbered for contracts in progress. The projection shall be accompanied by a recommendation as to the frequency of fund transfers from the Fiscal Agent to the Contracting Agent that will be required to fund contracts awarded by the Contracting Agent for the upcoming year (e.g. annual one-time transfer of funds, quarterly transfer of funds, or other recommended timing.)
- 7. Discussion Concerning Potential Conflicts.** Once the initial draft of the proposed Annual Workplan is prepared, the IC Chair, the Administrator, the Fiscal Agent and the Contracting Agent shall meet to review and discuss the Workplan and shall work cooperatively to identify and address any potential conflicts that could arise with regard to policies of the Administrator, the Fiscal Agent or the Contracting Agent. Examples include proposed sale of recycling containers or other goods at less than the purchase price (i.e. subsidized cost of compost bins for the home composting program); provision of recycling grants, prizes, incentives; and other such items. At the direction of the IC Chair, the Administrator shall further investigate any potential conflicts that have been identified, and shall, in consultation with the Fiscal Agent and the Contracting Agent, research and propose solutions for each. If solutions cannot be found, the issue may be presented to the IC for further consideration and/or the IC Chair may direct the Administrator to revise the Workplan and Budget to remove the items creating the potential conflict. In this event the IC Chair will inform the IC of such action when the Annual Workplan and Budget are considered for approval.

ATTACHMENT 4

CODE OF ETHICAL CONDUCT

1. Members shall strive to conduct all meetings, discussions and deliberations in a spirit of collaboration and partnership. Members shall treat all persons with respect and courtesy. In the course of discussions, members shall make their arguments on the merits of the issue rather than engaging in personal remarks or attacks on persons holding positions other than their own.
2. All members shall remain aware that the activities of the TAC are funded by fees raised from the public; and that the TAC is recommending expenditures of public funds. Members shall act prudently and in the best interest of the public when making fiscal and policy decisions.
3. Members shall voluntarily recuse themselves from all discussions and votes, and shall refrain from expressing any opinion to other members on issues where any one of the following apply:
 - a. The member holds a financial interest such that the member could financially benefit from the action or issue being considered.
 - b. The member is an owner or investor of a business the TAC is considering doing business with.
 - c. The member owns land that is being considered for purchase or lease by the TAC or by any program funded by the TAC.
 - d. A charity, community group or non-governmental organization to which the member belongs or contributes funds would receive funds from the TAC for projects or services.
 - e. A person in the member's family could benefit financially from the action or issue being considered. Family includes the members' spouse, children, step-children, grandchildren and step-grandchildren, as well as siblings and parents of the member and the member's spouse.
4. A member recusing themselves shall mean (a) announcing the member has a conflict of interest when the item is opened for discussion, (b) leaving the meeting room before discussion on the matter commences, and (c) not returning to the room until after discussion and any vote on the matter is concluded.
5. Members shall periodically conduct a self-assessment and inventory of any potential conflicts of interest they may have and, if the member is unsure whether or not a conflict exists, the member shall discuss the issue with the TAC Chair, the Administrator, TAC Legal Counsel or legal counsel for the member's own agency.
6. In the event a member fails to recuse him or her self during discussion of an issue where the member appears to have a conflict of interest, the Chair of the meeting shall ask the member to recuse him or her self and shall halt discussion about the issue until the member has left the room.
7. Members shall not engage in financial transactions using non-public information nor allow the improper use of such information to further any personal or private interest.

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8. Members shall not solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the TAC, or whose interests may be substantially affected by actions of the TAC. Gifts do not include coffee, tea, donuts, discounts available to the general public, greeting cards or plaques of minor intrinsic value. It is appropriate and prudent for members to decline even items of minor intrinsic value from sources described in this section.
9. Members shall not knowingly make unauthorized commitments or promises of any kind purporting to bind the TAC to take any type of action or to approve any contract, program or other commitment.
10. Members shall not use their membership on the TAC for private gain.
11. Members shall always act impartially and objectively and not give preferential treatment to any organization or individual.
12. Members shall not seek or accept any contract to provide services to the TAC for a period of at least six (6) months after termination of their membership on the TAC.
13. Members shall adhere to, and be vigilant that the TAC adheres to, all applicable state, federal and local laws and regulations.
14. All members shall participate in a TAC-sponsored Ethics Training biennially.
15. Members shall endeavor to avoid any actions or statements that violate, or that create the appearance that they are violating, the law or any ethical standards set forth in this Attachment.

**ATTACHMENT 5
PROCEDURES FOR TRANSFER OF COUNTYWIDE FUNDS FROM FISCAL AGENT
TO CONTRACTING AGENT**

The following procedures shall be used in the event the Fiscal Agent and the Contracting Agent are different PARTIES.

1. As part of its review and approval of the Annual Workplan and Budget, the IC shall establish the amount of funds and the schedule for transfer of funds from the Fiscal Agent to the Contracting Agent for the upcoming fiscal year.
2. Upon approval of the Annual Workplan and Budget by the Commission, the IC may take appropriate actions consistent with the Annual Workplan and Budget, including but not limited to, the following:
 - A. Direct the Fiscal Agent to transfer specific amount(s) of Countywide Funds to the Contracting Agent on a specified schedule. The schedule may call for annual, quarterly, or more frequent transfers, as needed for the fiscal year.
 - B. Adjust the timing and/or the amount(s) of funds to be transferred by the Fiscal Agent to the Contracting agent if circumstances change during the year, or if there are other reasons to do so.
 - C. In the event the IC directs a change in the scope of work for an existing Outside Contractor that will increase the cost of the work, the IC may direct the Fiscal Agent to transfer additional funds to the Contracting Agent to pay for the amended scope of work.
3. In the event the Fiscal Agent is also serving as the Administrator, the IC shall direct the Fiscal Agent to transfer funds to the Contracting Agent for payment of the Administrator. The Contracting Agent shall pay the Administrator pursuant to the contract executed between the Contracting Agent and the Administrator.
4. If a single PARTY is serving as the Fiscal Agent and the Contracting Agent, the IC may direct that PARTY to retain a specified amount of Countywide Funds to pay the PARTY for performing the services of Fiscal Agent and Contracting Agent.
5. In the event a single PARTY is serving as the Fiscal Agent, the Administrator and the Contracting Agent, the IC will direct the PARTY to implement the Annual Workplan and Budget as approved by the IC and the Commission. This includes paying the costs specified in the approved Budget for the PARTY performing the duties of the Administrator, the Fiscal Agent and the Contracting Agent, as well as carrying out the duties of each.
6. If the Contracting Agent is, at any time, running out of funds or projects a shortfall in funds due to changed conditions or circumstances, the Contracting Agent shall immediately inform the IC and the Fiscal Agent and proceed according to the directions of the IC.
7. When making transfers of funds to the Contracting Agent, the Fiscal Agent shall make the required arrangements for an electronic transfer of funds or for preparation of a check made payable to the Contracting Agent.
8. If the Contracting Agent does not receive funds from the Fiscal Agent pursuant to the schedule directed by the IC, the Contracting Agent shall promptly inform the Fiscal Agent and the Fiscal Agent shall promptly arrange for the funds to be transferred.

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9. At the end of the fiscal year, the IC will review the Year End Contract Status Report from the Contracting Agent, the Year-End Budget Report from the Fiscal Agent, and the Year-End Report from the Administrator. The IC may direct the Contracting Agent to transfer unspent, unencumbered funds to the Fiscal Agent or to retain such funds for use in the following fiscal year. The Contracting Agent will promptly comply with the directions of the IC.

10. If the IC directs the Contracting Agent to transfer unspent funds to the Fiscal Agent, the Fiscal Agent shall acknowledge receipt of such funds to the Contracting Agent and shall note the transfer in the accounting records of the Fiscal Agent pursuant to generally accepted government accounting procedures.


County of Santa Clara

Department of Agriculture and Environmental Management
Recycling and Waste Reduction Division

1555 Berger Drive Suite 300
San Jose, CA 95112
(408) 282-3180
Fax (408) 282-3188



<http://www.ReduceWaste.org>

DATE: September 2, 2014
TO: Clerk of the Board
FROM: Lisa Rose 
RE: Memorandum of Agreement

Attached are the original, signed copies of the Agreement Creating the Santa Clara County Recycling and Waste Reduction Technical Advisory Committee, signed by each Party to the Agreement. Please forward an executed copy to me (electronically) and I will distribute to each of the cities. Please contact me at 408-282-3166 or lisa.rose@aem.sccgov.org if you have any questions.

EXHIBIT B

Composting Education Program Jurisdiction Contributions Fiscal Years 2025-2027

COMPOSTING EDUCATION PROGRAM JURISDICTION CONTRIBUTIONS BY POPULATION					
Jurisdiction	2024 Population*	% of Santa Clara County Population	FY 25-26 Jurisdiction Contribution***	FY 26-27 Jurisdiction Contribution***	Jurisdiction Total for Term of the MOU
			\$147,000	**	
Cupertino	59,471	3.12%	\$4,593.45	\$4,593.45	\$9,186.90
Gilroy	61,033	3.21%	\$4,714.09	\$4,714.09	\$9,428.18
Morgan Hill	46,384	2.44%	\$3,582.61	\$3,582.61	\$7,165.22
Mountain View	86,535	4.55%	\$6,683.83	\$6,683.83	\$13,367.66
Palo Alto	67,973	3.57%	\$5,250.13	\$5,250.13	\$10,500.26
San Jose	969,491	50.94%	\$74,881.95	\$74,881.95	\$149,763.90
Santa Clara	132,048	6.94%	\$10,199.18	\$10,199.18	\$20,398.36
Unincorporated	90,467	4.75%	\$6,987.53	\$6,987.53	\$13,975.06
PROGRAM TOTAL	1,513,402	79.52%	\$116,892.77	\$116,892.77	\$233,785.54
SCC County Population	1,903,198				
<p>*Source: State of California, Department of Finance https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2024-with-2020-census-benchmark/</p> <p>** \$147,000.00 was the Composting Education Program's initial cost of service to implement a Countywide Program that assumed participation from all 16 jurisdictions within the County.</p> <p>*** Jurisdictions will provide the full contribution amount for each fiscal year.</p> <p>****The total MOU amount decreased by 0.01 cent to resolve rounding variance.</p>					

EXHIBIT C

JURISDICTION RESPONSIBILITIES

- a) Coordinate with the assigned Program representative to promote Composting Education Program Workshops and/or events via jurisdiction specific communication and outreach channels.
- b) Assist the Program in securing workshop room locations equipped with adequate infrastructure and materials for hosting Composting Education Program workshops.
- c) Connect the Program with school contacts to schedule school events.
- d) Participating jurisdictions shall submit the contribution amount and follow the funding terms outlined in Exhibit C of the MOU.
- e) Provide jurisdiction recycling and waste reduction collateral materials for the Program to disseminate during events and workshops.
- f) Make good faith efforts to communicate with the Program in a timely manner to ensure successful coordination of workshops and/or events.

Composting Education Program

Fiscal Year 2026 and Fiscal Year 2027 Scope of Work

Updated July 17, 2025

The Composting Education Program (Program) is a vital initiative that directly supports the county’s waste reduction goals by engaging the community in sustainable waste management practices. This scope of work outlines services from University of California Cooperative Extension (UCCE) Santa Clara Composting Education Program for FY 25-26 and FY 26-27 based on the following funding commitments from participating jurisdictions.

For FY 25-26 and FY 26-27, the Compost Education Program will be funded by multi-jurisdictions through an MOU managed by the City of Morgan Hill. To ensure program continuity and honor commitments for workshops already scheduled and promoted, the University of California Cooperative Extension will continue conducting the program from July 1, 2025, even before the MOU is executed. UCCE will cover program costs during this interim period and will be reimbursed retroactively from the agreement to July 1, 2025, once the MOU is in place. Under the terms of the MOU the Program will receive payment for the entire amount listed below for both fiscal years under this funding schedule.

The Program’s scope of work to provide services Countywide was initially proposed at \$147,000, however the total amount for services reflected in the table below is modified to remove the cost contributions from jurisdictions that have opted not to participate in the multi-jurisdictional Composting Education Program. The updated scope of work and Program cost accounts for services that will **only** occur in the jurisdictions that participate in the MOU.

Each jurisdiction’s cost contribution amount listed in the table below is based on the percentage of the Santa Clara County population that resides in each participating jurisdiction and the percentage of the jurisdiction population is divided into the initial Countywide Program cost for services at \$147,000. The population was exported from the California Department of Finance for 2024.

COMPOSTING EDUCATION PROGRAM JURISDICTION CONTRIBUTIONS BY POPULATION

Jurisdiction	2024 Population	% of Santa Clara County Population	FY 25-26 Jurisdiction Contribution	FY 26-27 Jurisdiction Contribution	Jurisdiction Total for MOU Term
Cupertino	59,471	3.12%	\$4,593.45	\$4,593.45	\$9,186.89
Gilroy	61,033	3.21%	\$4,714.09	\$4,714.09	\$9,428.18
Morgan Hill	46,384	2.44%	\$3,582.63	\$3,582.63	\$7,165.25
Mountain View	86,535	4.55%	\$6,683.83	\$6,683.83	\$13,367.65
Palo Alto	67,973	3.57%	\$5,250.13	\$5,250.13	\$10,500.25
San Jose	969,491	50.94%	\$74,881.95	\$74,881.95	\$149,763.90
Santa Clara	132,048	6.94%	\$10,199.18	\$10,199.18	\$20,398.36
Unincorporated	90,467	4.75%	\$6,987.53	\$6,987.53	\$13,975.06
PROGRAM TOTAL			\$116,892.77	\$116,892.77	\$233,785.54

SCC County Population	1,903,198
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This MOU’s funding will support 0.5 FTE program coordinator. The program is also supported by UCCE staff including the Organic Waste Management Advisor and Master Gardener Program Coordinator. The UCCE Organic Waste Management Advisor will provide academic oversight ensuring that information disseminated by the Master Composter volunteers is science-based. The Advisor will also develop curriculum and training materials for Master Composter Volunteers and contribute to evaluation of the program. The Master Gardener Program Coordinator will oversee training and continuing education for Master Composter volunteers and support the program coordinator in program reporting.

Annual Deliverables for each FY 25-26 and FY 26-27

The following deliverables will be completed each fiscal year during the two-year program period:

Task 1: Educational Outreach and Workshops

1a: Workshop Delivery

- Conduct at least 25 workshops annually (including up to 4 online workshops and 2 workshops in Spanish), approximately split up as follows:
 - i. South County (Gilroy-Morgan Hill) 2-3 workshops
 - ii. West Valley (Cupertino) 2-3 workshops
 - iii. San Jose 8 -12 workshops
 - iv. North County (Palo Alto, Mountain View) 4 - 6 workshops
 - v. Central (Santa Clara) 3-6 workshops
- Schedule and promote workshops in participating jurisdictions.
 - An annual workshop schedule will be created at the beginning of the fiscal year.

- Workshop educator's name will be shared with the jurisdiction one week prior to the workshop.
- Request workshop participants complete workshop evaluation and survey after each workshop.
- When possible, we will coordinate workshops with the San Jose Community Composting Network, a partnership between the North Santa Clara Resource Conservation District, Valley Verde, and the San Jose Conservation Corps + Charter School, with the goal of expanding community composting and food waste collection services and providing free compost to urban farmers in underserved communities.

2a: Community Engagement

- Participate in 15 community events across participating jurisdictions
 - Community events may include:
 - Plant and Pollinator Day (San Jose)
 - Eco Fair (Santa Clara)
 - Pomeroy Community Garden Day (Santa Clara)
 - Master Gardener Spring Market Garden (San Jose)
 - Earth Day Events (Cupertino)
 - Santa Clara County Fair (San Jose)
 - Martial Cottle Park Harvest Festival (San Jose)
 - Health and Wellness Resource Fair (Morgan Hill)
- Host 6 Community Composting Workdays open to the public

3a: School Composting Education and Support

- Support at least 10 kindergartens through 12th grade (K-12) school events in participating jurisdictions, by request from schools and UCCE nutrition education programs
- Provide direct outreach to at least 1,500 students or other youth annually, by request from schools and UCCE nutrition education programs
- Support installation of compost systems in up to 5 K-12 schools annually, by request from schools and UCCE nutrition education programs

Task 2: Technical Support and Services

2a. Direct Assistance

- Provide direct technical support to residents and organizations on composting and organic materials management:
 - Referrals
 - Online requests at https://cesantaclara.ucanr.edu/Home_Composting_Education/
 - Rotline phone number 408 918 4640; callers are directed to online resources reducewaste.org and calls are answered. Information is provided on workshops, bin sales, trash sorting, and composting. Voicemail messages are answered within two business days.

Technical assistance may range from answering simple inquiries, to conducting feasibility studies and designing compost systems.

2b. Resource Distribution

- Facilitate sale of compost bins to workshop attendees and other qualifying customers

- Research and if available, provide options of 2 compost bins and 2 worm compost bins for distribution.
- Direct all attendees and education partners to the ReduceWaste hub (reducewaste.org) for countywide information on services, programs, and resources (including HHW, Green Business, TAC, and others)

Task 3: Program Development and Expansion

3a. Regulatory Compliance Outreach

- Provide outreach on SB 1383 requirements, organic waste recycling, food waste reduction, and curbside collection at each workshop specific for each jurisdiction.

3b. Demonstration Site Operation and Enhancement

- Further develop the Community Composting Demonstration Site at Martial Cottle Park for
 - Compost production demonstrating composting different materials, and the application of traditional and innovative methods and tools
 - Providing compost to community members or organizations, developing a distribution process
 - Providing community workdays for residents to gain experience working with various types of composting systems

3c. Master Composter Volunteer Training

Continuing Education for Master Composters, including:

- Coordinating expert guest lecturers
- Coordinating with waste management experts regionally
- Training Master Composter Volunteers to provide value in classes, events, and their communities
- Master Composter Initial Training (FY 25-26 only)
 - Conduct an initial training course to develop new Master Composters every other year

Task 4. Reporting and Documentation

4a. Quarterly Reporting

- Submit quarterly reports and an annual report to TAC containing:
 - Data on number of workshops and events (including a list of events attended and their locations by City)
 - Number of people served by each city
 - Number of online requests and call handled
 - Website analytics
 - Social media analytics
 - Estimates of impact including changes in waste management practices of program participants

4b. Annual Reporting

- Summary of all measurements and assessments collected throughout the year
- Compilation of data by city reported quarterly

- Any data collected from longitudinal surveys to assess waste diversion and compost activities

Sheila Barry, *County Director*, UCCE Santa Clara

(408) 438-8791

sbarry@ucanr.edu



City Council

Meeting Minutes

Mark Turner - Mayor
Marilyn Librers - Mayor Pro Tem
Soraida Iwanaga - Council Member
Yvonne Martínez Beltrán - Council Member
Miriam Vega - Council Member

Wednesday, August 20, 2025

5:00 p.m. Closed Session
6:00 p.m. Regular Session

Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

5:00 p.m. Closed Session

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 5:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Bigelow called the roll.

PRESENT	Mark Turner, Marilyn Librers, Soraida Iwanaga, Yvonne Martinez Beltran, Miriam Vega
ABSENT	None

Mayor Pro Tem Martinez Beltran arrived at 6:00 p.m.

DECLARATION OF POSTING AGENDA

City Clerk Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Larkin announced the closed session items.

CONFERENCE WITH LABOR NEGOTIATORS

Authority: Pursuant to Government Code Section 54957.6
City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Chris Ghione, Assistant City Manager, Public Services
Employee Organization: Morgan Hill Police Officers Association; AFSCME Local 101 Morgan Hill; Community Service Officers Association; Employees Covered under Management Resolution #23-051

PUBLIC EMPLOYMENT (§ 54957)

Title: City Attorney

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9)

Perry v. City of Morgan Hill, et al. (Santa Clara County Case No. 25-CV-464704

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9)

Berns v. City of Morgan Hill, et al. (Santa Clara County Case No. 25-CV-472644

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 5:01 p.m. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 5:01 p.m.

REGULAR MEETING

The regular meeting convened at 6:00 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Vega thanked her students and their parents, who came from Salinas, for attending the meeting that evening. She shared that over the summer, she met with various City staff members to learn more about the City, its departments, and how it operates. She shared that she volunteered by cooking for over eight hours to raise

funds for a retirement home in Mexico. She attended the grand opening of Grocery Outlet and National Night Out. On a personal level, she took her dog to a dog show and attempted to run a half-marathon.

CITY MANAGER'S REPORT

City Manager Turner provided the following report:

Join us on Thursday, August 21st at 6:30 PM for a night of fun at the CURA Contemporary, Morgan Hill's new fine art gallery, for the Content Magazine's Pickup Party and Awards Ceremony. Content Magazine is a Bay Area print publication focused on showcasing artists, creative entrepreneurs, and organizations that contribute to the unique life and style of Silicon Valley. The evening will include food and drinks, live performances, a Pop-Up Gallery Exhibition, and the Emerging Artists' Awards Ceremony.

Economic Development - Women in Business Panel Discussion - Join us on Thursday, August 28, from 5:30 p.m. - 8:00 p.m. for the "Women In Business Floral-Side Chat" happening at Luxe Flower Bar in Downtown. Hear from seven inspiring women spanning a variety of industries and gain valuable insights. Whether you're an aspiring entrepreneur or a seasoned professional, this event is sure to provide you with motivation and knowledge to help you succeed. The whole community is encouraged to attend and engage in lively discussion, make new connections, and enjoy the beautiful ambiance of Luxe Flower Bar.

Windmill Estates Mobile Home Park Rent Hearing - Windmill Estates, located on San Pedro Avenue, has filed for a space rent increase. As required, the City will hold a mobile home rent hearing on this request on Thursday, August 28, 2025, at 7:00 p.m. here in Council Chamber, with both in-person and Zoom participation available. Any questions should be directed to the Housing & Economic Mobility Director, John Lang.

Registration Now Open for the Morgan Hill Community Police Academy - The Community Police Academy offers residents an inside look at local law enforcement. This engaging program is designed to build community partnerships, increase safety awareness, and provide hands-on experience with Morgan Hill Police Department's (MHPD) policies, procedures, and training. Apply online now for the upcoming evening session, which runs weekly from September 3 to November 19. For more details and to apply, visit MHPD's website.

Fall 2025 Program Registration is Open - Fall is just around the corner, and so is the FUN! Dance classes, art, sports programs, and swim lessons—there's something for everyone! Check out the Recreation Activity Guide on the City's website.

The City is conducting a formal ADA Self-Evaluation to identify and remove barriers to accessibility in our programs, services, activities, and facilities. This evaluation will inform an update of the City's ADA Transition Plan. If you have ideas or comments on where access for those with disabilities can be improved, there is currently a community survey open and available on the City's website. The survey is open until September 19th.

CITY ATTORNEY'S REPORT

City Attorney Larkin shared that the Council met in closed session earlier in the evening and there was no reportable action.

OTHER REPORTS

Mayor Pro Tem Martinez Beltran shared that she attended a Silicon Valley Clean Energy Meeting last week, where they approved 25 purchasing agreements and held a discussion on the budget. She also attended the Valley Transportation Authority Policy Advisory Committee meeting.

Council Member Iwanaga shared that she and her family took a trip to Japan, and while there, they visited our Sister City, Mizuho. The outgoing and incoming mayors of Mizuho sent a few things that are representative of their city as a gift. She shared that she attended National Night Out, and it was a lot of fun to see the community coming out and getting involved. She participated in the Community Health Fundraiser at the Granada Theater.

Council Member Librers attended the ribbon-cuttings for Grocery Outlet, Lawson's Bakery, and Hiram's Boutique. Last Saturday, she spent the day in Campbell at the Youth Climate Seminar. This morning, she attended the South County Youth Task Force Meeting.

Mayor Turner shared that he has been meeting with local farmers, along with the owners of the wine trolley, and is pleased to announce that the farm tours with the wine trolley will start on September 5. He thanked Heather Gallegos and Christina Perez, owners of the wine trolley, for bringing this to fruition. He announced that the South County Pickleball Invitational is getting underway. He attended a Cities Association meeting, where they talked about several pieces of legislation. He shared that he and the City Manager had a meeting with Senator Padilla's office, where they discussed housing, transportation, and a fourth lane on Highway 101. Lastly, he toured Komodo Fire Systems in Morgan Hill, where he was joined by a number of elected officials from throughout the state to learn more about their fire suppression efforts and technology.

PUBLIC COMMENT

Public comment opened at 6:20 p.m. The following people were called to speak:

Kathy Chavez Napoli

Yvonne Smith

Karen Fitch

Jennifer Blalack

Russell Blalack

Marji McMillan

Betty Davis

Maria Aguilar

Kaitlin

Mary Garrett

Joanne Martinez
 Sean Allen
 Art Martinez
 Joe Baranowski
 Carla Torres
 John Samorie
 Teresa Hernandez
 Ron Kirkish
 Claudia Blodgett
 Harry Robertson
 Camille Martinez
 Matt Wendt
 Susan Mister

There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda, moving pulled consent items to the end of the agenda.

RESULT:	Passed
MOVER:	Council Member Librers
SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

CONSENT CALENDAR

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

MOTION:

Approving consent calendar items 1 through 3 and 6 through 8 and 11.

RESULT:	Passed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	Council Member Vega

AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

1. ACCEPT THE CALIFORNIA HIGHWAY PATROL CANNABIS TAX GRANT IN THE AMOUNT OF \$227,388.

Recommendation:

1. Adopt a Resolution Accepting the California Highway Patrol Cannabis Tax Grant in the amount of \$227,388;
2. Authorize the City Manager to execute the California Highway Patrol Cannabis Tax Fund Grant Program agreement; and
3. Adopt a budget amendment resolution for FY 2025-26 to appropriate \$227,388 and recognize the corresponding grant revenue.

2. ACCEPT ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FY 2024-25 (YEAR 4) RELATING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM'S COMMUNITY RATING SYSTEM PROGRAM

Recommendation:

Accept the Annual Evaluation Report for FY 2024-25 (Year 4) for the 2021 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

3. ACCEPT MONTEREY ROAD UNDERPASS CONCRETE SPALL AND CRACK REPAIR PROJECT

Recommendation:

1. Accept as complete, the Monterey Road Underpass Concrete Spall and Crack Repair Project in the final amount of \$298,730;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

6. APPROVE CONSULTANT AGREEMENT WITH ENGEO, INC. IN THE AMOUNT OF \$750,000 FOR ON-CALL GENERAL COMPACTION TESTING AND SPECIAL INSPECTION SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROGRAM PROJECTS

Recommendation:

Approve and authorize the City Manager to execute and administer an agreement to provide on-call general compaction testing and special inspection services for various Capital Improvement Program Projects with Engeo, Inc. in the amount of \$750,000 for a three year term.

7. **APPROVE THE FY 2025-26 WORK PLANS FOR THE LIBRARY, CULTURE AND ARTS COMMISSION AND THE PARKS AND RECREATION COMMISSION**

Recommendation:

Review and approve the FY 2025-26 Work Plans for the Library, Culture and Arts Commission and the Parks and Recreation Commission.

8. **APPROVE SECOND AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT WITH ENVIRONMENTAL SYSTEMS, INC. TO INCREASE THE NOT TO EXCEED AMOUNT BY \$2,500,000 FOR A TOTAL AGREEMENT AMOUNT OF \$3,762,944 FOR THE REPAIR AND REPLACEMENT OF SIGNIFICANT CITY HEATING VENTILATION AND COOLING COMPONENTS WITHIN THE CITY'S BUILDINGS**

Recommendation:

1. Approve the Second Amendment to the Maintenance Service Agreement with Environmental Systems, Inc. for \$2,500,000, for a total agreement amount of \$3,762,944;
2. Authorize the City Manager to execute and administer the Second Amendment to the Maintenance Service Agreement with Environmental Systems, Inc.;
3. Authorize the City Manager to extend the term of the Agreement with Environmental Systems, Inc. for up to an additional one-year term; and
4. Adopt a resolution appropriating \$1.4 million in Building Replacement Fund (741).

11. **RATIFY CITY POSITIONS ON PENDING LEGISLATION**

Recommendation:

1. Ratify the City's position opposing pending legislation Senate Bill 445 (Wiener) Transportation Projects: Permitting; and
2. Ratify the City's position supporting pending legislation Senate Bill 346 (Durazo) Local agencies: transient occupancy taxes: and short-term rental facilitator.

PUBLIC HEARINGS

12. CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF REVENUE BONDS FOR MAGNOLIAS APARTMENT PROJECT LOCATED AT 17965 MONTEREY ROAD WITHIN THE CITY OF MORGAN HILL

Recommendation:

1. Open and close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt the resolution approving the issuance and re-issuance of bonds by the California Municipal Finance Authority (CMFA), for the acquisition, construction, improvement and equipping of a 66-unit multifamily housing project located on a 1.53-acre parcel situated at 17965 Monterey Road, in the City of Morgan Hill, California (the "City").

Housing and Economic Mobility Director Lang provided a report.

MOTION:

Hearing the pulled consent calendar items following item 12. Motion failed for lack of a second.

RESULT:	Failed
MOVER:	Mayor Pro Tem Martinez Beltran
SECONDER:	None
AYES:	None
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The public hearing opened, with no requests to speak, it closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Librers
SECONDER:	Mayor Pro Tem Martinez Beltran

AYES:	Mayor Turner, Mayor Pro Tem Martinez Beltran, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

OTHER BUSINESS

13. REMOVE AND REPLACE CURRENT MAYOR PRO TEMPORE

Recommendation:

1. City Council consideration of the Mayor's recommendation to remove Yvonne Martínez Beltrán from her appointed position of Mayor Pro Tempore, pursuant to Council Policy CP-99-01; and
2. Should the motion to remove be approved by a majority vote, the Council shall open the floor to nomination(s) for a new Mayor Pro Tempore; and
3. Select a new Council Member to serve as Mayor Pro Tempore through December 3, 2025.

Mayor Turner provided a report.

Public comment opened at 7:09 p.m. The following people were called to speak:

- Sally Casas
- Karen Agacki
- Donald Price
- Gino Borgioli
- Kathy Chavez Napoli
- Joanne Fierro
- Brian Sullivan
- Sousan Manteglie
- Diana Lockwood
- Chris Robell
- Laura Nuno
- Sean Allen
- Carla Torres
- Marby Lee
- Marji McMillan
- Eric Wallace
- Armando Benavides
- George Panos
- Joe Baranowski
- Yvonne Smith
- Ron Kirkish
- Noshaba (Zoom)
- Jennifer Higgins (Zoom)

Raeena Lari (Zoom)

There being no further requests to speak, public comment closed.

MOTION:

Removing Yvonne Martinez Beltran as Mayor Pro Tempore.

RESULT:	Passed
MOVER:	Council Member Librers
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	Mayor Pro Tem Martinez Beltran
ABSTAIN:	None
ABSENT:	None

MOTION:

Appointing Marilyn Librers as Mayor Pro Tempore through 2026.

RESULT:	Passed
MOVER:	Council Member Vega
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Council Member Iwanaga, Council Member Librers, Council Member Vega
NAYS:	Mayor Pro Tem Martinez Beltran
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 8:09 p.m. and reconvened at 8:20 p.m.

14. RECEIVE MONTHLY BUDGET UPDATE; PRELIMINARY FY 2024-25 FINANCIAL AND INVESTMENT REPORTS; CITY MANAGER AUTHORITY REPORT; AND ADOPT RESOLUTION AMENDING FY 2024-25 BUDGET

Recommendation:

1. Accept and file report; and
2. Adopt resolution amending FY 2024-25 Budget.

Finance Director Nguyen provided a presentation and report.

Public comment opened at 8:29 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Vega
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Council Member Martinez Beltran, Council Member Iwanaga, Mayor Pro Tem Librers, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

15. HOLD MID-YEAR GOAL CHECK-IN

Recommendation:

Receive and review departmental updates, strategic priority workplan status updates, and Sustainable Morgan Hill priorities; and provide any desired changes to the workplan and Sustainable Morgan Hill priorities.

City Manager Turner provided a presentation and report.

Public comment opened at 8:40 p.m. The following people were called to speak:

Doug Muirhead

Joe Baranowski

Kathy Chavez Napoli

There being no further requests to speak, public comment closed.

The City Council provided direction to the City Manager, including holding the Mid-Year Goal Check-In on August 27, 2025.

ITEMS PULLED FOR DISCUSSION

4. ACCEPT GRANT FUNDING IN THE AMOUNT OF \$416,500 FROM THE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION (ICMA) TO SUPPORT STAFFING AND PROGRAM EFFORTS RELATED TO ECONOMIC MOBILITY

Recommendation:

1. Authorize the City Manager to execute an Agreement with the International City/County Management Association (ICMA) accepting grant funds in the amount of \$416,500; and
2. Adopt a resolution to amend the City's Fiscal Year (FY) 2025-2026 Adopted Budget, to appropriate \$416,500 to the Housing Division to hire

an Administrative Analyst and provide program funds for the implementation of the City's Economic Mobility initiatives.

Housing and Economic Mobility Director Lang and City Manager Turner answered questions.

Public comment opened at 9:13 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Mayor Pro Tem Librers
SECONDER:	Council Member Vega
AYES:	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Martinez Beltran, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

5. AMEND AFFORDABLE HOUSING AGREEMENT FOR BROOKFIELD-ROSEWOOD

Recommendation:

Approve a Second Amendment to the Affordable Housing Agreement between the City of Morgan Hill and BFH CM Residential LLC authorizing a Housing in Lieu payment of \$2,114,510 for the remaining eight Below Market Rate units in the project.

Housing and Economic Development Director Lang and Assistant City Manager Ramirez answered questions.

The Council extended the meeting to 10:15 p.m.

Public comment opened at 9:44 pm. The following people were called to speak:

Joe Baranowski

Armando Benavides

Joe Guerra (Applicant)

There being no further requests to speak, public comment closed.

MOTION:

Directing staff to work with the developer to explore other possible options.

RESULT:	Passed
MOVER:	Mayor Pro Tem Librers
SECONDER:	Mayor Turner
AYES:	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Martinez Beltran, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

Items 9 and 10 were continued to the August 27, 2025 meeting.

9. APPROVE THE JUNE 18, 2025, JUNE 25, 2025, JULY 7, 2025, and JULY 22, 2025 CITY COUNCIL MEETING MINUTES.

Recommendation:

Approve the June 18, 2025, June 25, 2025, July 7, 2025, and July 22, 2025 City Council meeting minutes.

10. AUTHORIZE AMENDMENT TO JOINT USE AGREEMENT AND ACCEPT DONATIONS TO ALLOW FOR THE INSTALLATION OF TREES ALONG THE WEST LITTLE LLAGAS CREEK TRAIL SOUTH OF WATSONVILLE ROAD

Recommendation:

1. Authorize the City Manager to execute an amendment to the West Little Llagas Creek Trail Joint Use Agreement with Valley Water to allow for the planting of trees along the trail;
2. Accept a donation of trees from Google valued at \$10,000; and
3. Accept a donation from the Rotary Club of Morgan Hill of \$25,000 to be used towards irrigation for the new trees.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Turner requested conversations about pop-up vendors and food carts, bikes, e-bikes, and scooters, and Wi-Fi challenges, Frontier, and other providers.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 10:12 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk



City Council

Meeting Minutes

Mark Turner - Mayor
Marilyn Librers - Mayor Pro Tem
Soraida Iwanaga - Council Member
Yvonne Martínez Beltrán - Council Member
Miriam Vega - Council Member

Wednesday, August 27, 2025

6:00 p.m.

Council Chamber Building
17555 Peak Avenue, Morgan Hill, CA 95037

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 6:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Bigelow called the roll.

PRESENT	Mark Turner, Marilyn Librers, Soraida Iwanaga, Yvonne Martinez Beltran, Miriam Vega
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Bigelow declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

Public comment opened at 6:04 p.m.
Joe Baranowski was called to speak.

With no further requests to speak, public comment closed.

OTHER BUSINESS

1. **APPROVE THE JUNE 18, 2025, JUNE 25, 2025, JULY 7, 2025, and JULY 22, 2025 CITY COUNCIL MEETING MINUTES.**

Recommendation:

Approve the June 18, 2025, June 25, 2025, July 7, 2025, and July 22, 2025 City Council meeting minutes.

City Manager Turner provided a report.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member Iwanaga
SECONDER:	Mayor Pro Tem Librers
AYES:	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Vega
NAYS:	Council Member Martinez Beltran
ABSTAIN:	None
ABSENT:	None

Public comment opened at 6:25 p.m. The following people were called to speak.

Joe Baranowski

Yvonne Smith

With no further requests to speak, public comment closed.

2. **AUTHORIZE AMENDMENT TO JOINT USE AGREEMENT AND ACCEPT DONATIONS TO ALLOW FOR THE INSTALLATION OF TREES ALONG THE WEST LITTLE LLAGAS CREEK TRAIL SOUTH OF WATSONVILLE ROAD**

Recommendation:

1. Authorize the City Manager to execute an amendment to the West Little Llagas Creek Trail Joint Use Agreement with Valley Water to allow for the planting of trees along the trail;
2. Accept a donation of trees from Google valued at \$10,000; and
3. Accept a donation from the Rotary Club of Morgan Hill of \$25,000 to be used towards irrigation for the new trees.

City Manager Turner provided a report.

Public comment opened at 6:29 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Council Member Vega
SECONDER:	Council Member Iwanaga
AYES:	Mayor Turner, Mayor Pro Tem Librers, Council Member Iwanaga, Council Member Martinez Beltran, Council Member Vega
NAYS:	None
ABSTAIN:	None
ABSENT:	None

WORKSHOP

3. CITY COUNCIL MID-YEAR GOAL CHECK-IN

Recommendation:

Receive and review departmental updates, strategic priority workplan status updates, and Sustainable Morgan Hill priorities; and provide any desired changes to the workplan and Sustainable Morgan Hill priorities.

City Manager Turner presented a report and accompanying presentation.

The Mayor and Council asked questions and provided direction.

Public comment opened at 6:48 p.m. With no requests to speak, public comment closed.

No action taken.

Future Business Items

Council Member Martinez Beltran requested a RHNA Dashboard for the City's webpage, information on the business license fee, an update on the Outdoor Sports Center, and an update on the hotel in downtown.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 7:19 p.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

AWARD EAGLE VIEW WELL #1 DEVELOPMENT PROJECT CONTRACT TO ZIM INDUSTRIES, INC. IN THE AMOUNT OF \$797,364

RECOMMENDATION(S)

1. Approve the Eagle View Well #1 Development Project plans and specifications;
2. Award contract to Zim Industries, Inc. for the Eagle View Well #1 Development Project in the amount of \$797,364; and
3. Authorize expenditures of construction contingency not to exceed \$79,736.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2024-2025 Strategic Priorities

Fiscal Sustainability

Healthy Community

Guiding Documents

Water System Master Plan

REPORT NARRATIVE:

The need for new water wells was identified in the City's 2021 Water Master Plan in order to meet the future water needs of the community, enhance reliability, and provide redundancy. In addition, the Adopted Fiscal Year 2024-25 through 2029-30 Capital Improvement Program includes the construction of four new groundwater wells by the year 2030 under the Capital Improvement Project number WA6001.

On August 28, 2024, City Council approved a professional services agreement with HydroScience Engineers for \$429,590 to design the new Eagle View Well #1. The project will be constructed in two phases. Phase 1 includes the drilling of the municipal well, water quality testing and the pumping/volume capacity analysis. This information is critical to sizing the well's pump/motor and piping system for Phase 2. Thus, Phase 2 construction would include the enclosure, electrical, piping, landscaping and all site

work for a fully functioning municipal well.

The Plans and Specifications for Phase 1 were completed by HydroScience Engineers in June 2025 and the project was advertised for bidding in July 2025. The bid opening was held on August 13, 2025 and three (3) bids were received and are as listed below:

- | | |
|---------------------------------------|-----------------------------|
| 1. Nor-Cal Pump & Well Drilling, Inc. | \$795,970* (non-responsive) |
| 2. Zim Industries, Inc. | \$797,364 |
| 3. Pacific Infrastructure | \$878,670 |

At the bid opening, Nor-Cal Pump & Drilling was deemed the apparent low bidder. However, after further review of their bid proposal, Nor-Cal Pump & Drilling does not possess the required Class A-General Engineering Contractor License to bid as the prime contractor. Therefore, the proposal is considered non-responsive. The next lowest bidder was Zim Industries, Inc. at \$797,364. The second low bidder's bid amount of \$797,364 is approximately 5% lower than the engineer's estimate of \$839,000. Zim Industries, Inc., has been in business for 46 years as a contractor and constructed the City's Diana Park Replacement Well back in 2008.

Staff recommends the award of the contract to Zim Industries, Inc. in the amount of \$797,364. Due to possible unforeseen conditions, staff is requesting a ten (10) percent construction contingency for the project of \$79,736. Due to the complexity of the project and the specialized work involved in drilling a municipal well, HydroScience Engineers will provide construction support, which is currently built into their existing contract.

This project is anticipated to start in late September 2025 and be completed within 6 months. The plans and specifications are available on the City's web page under the Government tab and on the Community Projects site:

<https://www.morganhill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res>

COMMUNITY ENGAGEMENT:

Inform

Staff will inform the two residents adjacent to the Eagle View Well site prior to drilling the municipal well. The project includes a temporary curtain wall surrounding the well site to reduce noise and dust. Staff will engage with the residents and the neighborhood during the construction process. Staff will also provide weekly project updates through Nextdoor and "The Scoop".

ALTERNATIVE ACTIONS:

The approval of this construction contract will facilitate the City's goal to construct four new wells by 2030. No alternative actions are presented at this time.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On December 15, 2021, the City Council adopted the 2021 Water System Master Plan.

On September 6, 2023, the City Council approved an agreement with Luhdorff &

Scalmanini to drill two test wells for an amount not to exceed \$347,100.

On June 19, 2024, the City Council approved the Fiscal Year 2024-25 through 2029-30 Capital Improvement Program Budget, which includes the construction of four new wells by 2030.

On August 28, 2024, City Council approved a Professional Services Agreement with HydroScience Engineers to design the Eagle View Well #1 for a cost not to exceed \$429,590.

FISCAL AND RESOURCE IMPACT:

If approved, the total construction authorization for this project shall be \$877,100, which includes a 10% contingency of \$79,736. There is sufficient funding for this action in the current Fiscal Year 2024-25 through 2029-30 Capital Improvement Budget, in project #WA6001 – Water Wells, from Water Impact Fund (651) and Water Capital Project Fund (653).

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15303(d) of the CEQA Guidelines (New construction or conversion of small structures), as the subject work involves the construction of a small municipal water facility and related equipment to connect to the City's water distribution system.



Well Location

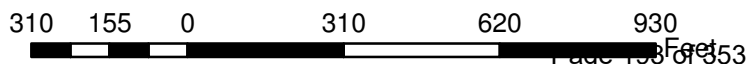
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CITY OF MORGAN HILL
Engineering and Utilities Department
CIP Engineering Division

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EAGLE VIEW WELL #1 PROJECT LOCATION



CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:

Tiffany Brown, Senior Planner

APPROVED BY: City Manager

ZA2024-0001/EA2024-0009: DEWITT-WEST HILLS CHURCH: REQUEST FOR A PLANNED DEVELOPMENT WITH MASTER PLAN OF A 5.75-ACRE PARCEL FOR THE REMODEL AND EXPANSION OF AN EXISTING RELIGIOUS FACILITY. THE PLAN INCLUDES DEMOLITION OF THE TEMPORARY CLASSROOM FACILITIES AND THE CONSTRUCTION OF PERMANENT CLASSROOM FACILITIES, AND THE REMODEL AND EXPANSION OF THE EXISTING SANCTUARY WITH ASSOCIATED SITE IMPROVEMENTS

RECOMMENDATION(S)

1. Open/Close the public hearing;
2. Adopt a Resolution approving a Negative Declaration for the West Hills Community Church Planned Development with Master Plan;
3. Waive the first and second reading of the ordinance for a Zoning Amendment to create a Planned Development with a Master Plan; and
4. Introduce the ordinance.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

2024-2025 Strategic Priorities

Healthy Community

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The General Plan Health and Community Element, Policy HC-3.4 states to "continue to develop and expand the recreational facilities identified within updates to the Bikeways, Trails, Parks, and Recreation Master Plan". This Planned Development with Master Plan allows for deviations from Zoning Standards if the project, as proposed, allows for

superior development that would not otherwise be permitted and the project provides a Substantial Public Benefit that goes above and beyond what is required by the Municipal Code.

The Master Plan identifies a public access trail connection off West Dunne Avenue to the existing Peak Trail through the church site. As part of the substantial public benefit, further described below, West Hills Community Church is proposing to grant a public access easement to the Open Space Authority and City of Morgan Hill to allow for the construction of a new public trail on the church property. This connection would significantly advance the goals of the General Plan and Bikeways, Trails, Parks, and Recreation Master Plan in achieving a new trail connection for the community.

PROJECT HISTORY

West Hills Community Church has been in operation at this location for more than 70 years. A conditional use permit was approved in 1989 that allows for a place of worship with ancillary uses such as Sunday school, counseling, support groups, youth camps, and other related community activities. Subsequent temporary use permits have been issued for modular Sunday school and multipurpose classrooms as described in the West Hills Development Plan attachment.

West Hill Church filed a Conditional Use Permit amendment in early 2017 for an expansion of the church. On June 6, 2018, the City Council adopted a comprehensive Zoning Code update (Ord. No. 2277, n.s.) that removed community assembly uses as a conditionally permitted use within the Open Space (OS) zoning district. The place of worship had been legally established prior to this change; therefore, the code change rendered the use "legal non-conforming". Because the Conditional Use Permit application was not deemed complete prior to the effective date of the Ordinance for the zone change, the application could not be supported, and the applicant withdrew the application.

The applicant subsequently filed for a Preliminary Plan Review for a Planned Development with Master Plan application for the site and received feedback from the Planning Commission on May 25, 2021. The applicant responded to the Planning Commission feedback with their final Planned Development with Master Plan submittal. This item was heard at the August 12, 2025 Planning Commission hearing where it received a unanimous recommendation for the approval of both the CEQA document (Negative Declaration) and the Planned Development with Master Plan.

PROJECT

The proposed project includes a zoning amendment for a Planned Development with Master Plan to allow for the continued use of a place of worship with ancillary uses such as Sunday school, counseling, support groups, youth camps, and other related community activities consistent with their approved conditional use permit. It will also allow for the remodel and expansion of the existing worship center to add 2,145 square feet (6,648 square feet total), with the removal of 3 temporary modular structures and exterior bathroom facility to be replaced with a new permanent two-story Community Life Center building totaling 12,000 square feet that is designed to complement the

remodeled Worship Center. Deviations to the zoning standards are summarized in the table below.

	Open Space Zoning Standard	Existing Facility	Proposed Master Plan
Building Coverage	5%	5.2%	7.8%
Impervious Surface Coverage	10%	19%	13.5%
Height Maximum	2-stories or 25-feet	up to 25-feet	34-feet (Community Life Center Only)

The Master Plan required review and agreement of a new access easement with the Open Space Authority. That agreement is attached. If this project is approved, the Church will dedicate an easement through their property for a future public trail. That easement dedication has been agreed upon and is also attached as part of this report.

CONCLUSION

The project, as proposed, will not be detrimental to the public health, safety, or general welfare. It provides a substantial public benefit in addition to enhancing the current facilities and meets the required findings for a planned development application as summarized in the Attached Ordinance.

COMMUNITY ENGAGEMENT:

A project webpage was created on the Morgan Hill website after receipt of the preliminary application. The preliminary application and the Planned Development with associated environmental review was publicly noticed (mailed to property owners within 300 feet of the project site and a newspaper legal notice) for a minimum 10-day period, and public notice site signage was posted at the property location pursuant to the Planning Division requirement. Staff received several public comments that can be accessed by clicking on [Public Comments](#).

ALTERNATIVE ACTIONS:

Council can deny the Planned Development with Master Plan, which would require the church to continue operating out of temporary modular buildings. No public access for a future public trail would be granted.

Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA)

Federal law known as RLUIPA (Religious Land Use and Institutionalized Persons Act of 2000 (42 USC section 2000cc)) prohibits the City from imposing a land use regulation in a manner that imposes a substantial burden on religious exercise, unless the City demonstrates that the regulation is in furtherance of a compelling government interest as in the least restrictive means of furthering that compelling governmental interest. RLUIPA is not an exemption from zoning laws. Generally, religious institutions must

apply for the same permits, follow the same requirements, and go through the same land use processes as other land use applicants.

Religious exercise is not limited to places of worship; schools, office space, and meeting places for the parish Council and other gatherings related to church services are generally found to be a reasonable extension of a church's religious use of its property.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- Planning Commission approved a conditional use permit in 1989 for the church facility and subsequent approvals for the temporary modular classrooms and restroom buildings.
- Planning Commission reviewed and provided feedback on the Preliminary Application for a Planned Development with Master Plan at their regularly scheduled meeting on May 25, 2021.
- Planning Commission continued the Negative Declaration and Planned Development with Master Plan from July 8, 2025 to August 12, 2025 to allow the applicant more time to prepare for the hearing.
- Planning Commission reviewed the [Negative Declaration](#) and [Planned Development with Master Plan](#) and approved both unanimously at their regular scheduled meeting on August 12, 2025.

FISCAL AND RESOURCE IMPACT:

None. City development review functions are cost-recovery, with fees collected from applicants to cover the cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

Project

The City of Morgan Hill, as Lead Agency, prepared an Initial Study and a Negative Declaration for the DeWitt-West Hills Community Church project in compliance with the California Environmental Quality Act, which concluded that the project would not have a substantial impact on the environment.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF THE NEGATIVE DECLARATION PREPARED IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE DEWITT – WEST HILLS COMMUNITY CHURCH PROJECT (EA2024-0009)

WHEREAS, prior to the recommended adoption of this Resolution, the City of Morgan Hill prepared an Initial Study and a Negative Declaration for the DeWitt – West Hills Community Church project (ZA2024-0001/EA2024-0009) in accordance with the requirements of the California Environmental Quality Act of 1970, as amended (“CEQA”), and state and local guidelines implementing CEQA; and

WHEREAS, the DeWitt – West Hills Community Church Project analyzed under the Initial Study/Negative Declaration consists of the request for a Planned Development Combining District with Master Plan to remodel and expand the existing church facility with associated on site and of site improvements on the 5.75-acre site located on at (APN:779-02-023), and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, the City Council as the decision-making body for the proposed Project; and

WHEREAS, the City Council has reviewed, considered, and recommended approval of the Initial Study/Negative Declaration for the Project at their September 3, 2025 meeting; and

WHEREAS, the Initial Study/Negative Declaration for the project is, by this reference, incorporated into this Resolution as if fully set forth herein and attached as Exhibit A; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 89.5 of the California Department of Fish and Game Code.

NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1: THE CITY COUNCIL does hereby make the following findings:

- (1) It has independently reviewed and analyzed the Initial Study/Negative Declaration and other information in the record and has considered the information contained therein, prior to acting upon the Project;
- (2) The Initial Study/Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
- (3) The Initial Study/Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project. The Development Services Director of the Development Services Department at 17575 Peak Avenue, Morgan Hill, California 95037, is the custodian of documents and records of proceedings on which this decision is based.
- (4) On the basis of the whole record before it (including the initial study and any comments received), there is no substantial evidence that the project will have a significant effect on the environment.

SECTION 2: THAT THE CITY COUNCIL does hereby approves the Negative Declaration prepared for the Project. The Initial Study/Negative Declaration are: (1) on file in the Development Services Department, Planning Division, located at 17575 Peak Avenue, Morgan Hill CA 95037 and (2) available for inspection by any interested person.

PASSED AND ADOPTED by City Council of the City of Morgan Hill at its meeting held on this 3rd day of September 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

MARK TURNER, MAYOR

MICHELLE BIGELOW, City Clerk

City of Morgan Hill
Development Services Department



West Hills Community Church Project
Initial Study/Negative Declaration

April 2025

Prepared by



1501 SPORTS DRIVE, SUITE A, • SACRAMENTO • CA • 95834
OFFICE 916.372.6100 • FAX 916.419.6108

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- Appendix A: Air Quality and Greenhouse Gas Modeling Results
- Appendix B: Biological Evaluation Addendum
- Appendix C: Preliminary Hydrology Report

INITIAL STUDY/NEGATIVE DECLARATION
APRIL 2025

A. PROJECT SUMMARY

- 1. Project Title: West Hills Community Church Project
- 2. Lead Agency Name and Address: City of Morgan Hill
Development Services Department
Morgan Hill, CA
17575 Peak Avenue
Morgan Hill, CA 95037
- 3. Contact Person and Phone Number: Tiffany Brown
Senior Planner
(408) 310-4655
- 4. Project Location: 16695 DeWitt Avenue
Morgan Hill, CA 95037
Assessor's Parcel Number (APN) 773-09-011
- 5. Project Sponsor's Name and Address: Yvonne Sheets
Twelve 22 Ventures
Representing David Frederick,
West Hills Community Church
16695 DeWitt Ave.
Morgan Hill, CA 95037
- 6. Existing General Plan Designation: Open Space (OS)
- 7. Existing Zoning Designation: Open Space (OS)
- 8. Proposed Zoning Designation: Planned Development (PD)
- 9. Required Approvals from Other Public Agencies: N/A
- 10. Surrounding Land Uses and Setting:

The approximately 5.75-acre project site is identified by APN 773-09-011 and is located at 16695 DeWitt Avenue in the City of Morgan Hill, California. The site is currently developed with various buildings, including an approximately 4,440-square foot (sf) single-story worship center, three temporary classroom buildings totaling 8,491 sf, and a temporary restroom building, as well as a paved parking lot with 98 parking stalls. Site access is currently provided by a driveway extending from the site southeast to connect to DeWitt Avenue. A concrete pedestrian walkway extends from the project site to the southeast and provides access to a secondary, off-site parking lot (71 stalls). The project site is landscaped with trees and an existing stormwater retention pond is located in the southeast corner of the site. The Morgan Hill 2035 General Plan designates the site as OS and the site is zoned OS.

The site is surrounded by undeveloped hillside open space to the north, south and west. The secondary parking lot located east of the project site includes vacant land further east. Surrounding existing uses include the West Hills Community Church and existing single-family residences along DeWitt Avenue to the east, beyond the vacant land.

11. Project Description Summary:

The West Hills Community Church Project (proposed project) would include demolition of the three existing on-site temporary classroom buildings and the portable restroom building, the remodeling of the existing worship center building to add 2,208 sf of building space, and the development of a Community Life Center (CLC) building. The CLC building would include a fellowship hall, classrooms, a toddler room, a disability room, and storage rooms, as well as lobbies and a kitchen. As a result of the proposed project, the overall on-site building square footage would increase by a total of 6,349 sf, from 12,931 sf to approximately 19,280 sf. Primary site access would continue to be provided by the paved road extending to DeWitt Avenue. The proposed project would not modify the existing roadway, but would reconfigure the existing parking lot near the buildings to include a total of 67 stalls. Of the total of 138 parking stalls, three would be compliant with the Americans with Disabilities Act (ADA). The areas surrounding the existing and proposed buildings would also be repaved. Other project improvements would include landscaping, two bioretention basins, and the dedication of an easement for a public trail located north of the existing driveway. The project would require City approval of a Design Permit and a Rezone from OS to PD.

B. SOURCES

The following documents are referenced information sources used within this analysis:

1. Association of Bay Area Governments. *Dam Inundation Map Viewer*. Available at: https://fmds.water.ca.gov/webgis/?appid=dam_prototype_v2. Accessed June 2024.
2. Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines*. May 2017.
3. Bay Area Air Quality Management District. *CEQA Thresholds for Evaluating the Significance of Climate Impacts From Land Use Projects and Plans*. April 2022.
4. BKF Engineers. *Preliminary Hydrology Report*. March 2024.
5. California Air Resources Board. *2022 Scoping Plan for Achieving Carbon Neutrality*. November 16, 2022.
6. California Department of Conservation. *Earthquake Zones of Required Investigation*. Available at: <https://maps.conservation.ca.gov/cgs/EQZApp/app/>. Accessed March 2025.
7. California Department of Forestry and Fire Protection. *Fire Hazard Severity Zones*. Available at: <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Accessed March 2025.
8. California Department of Resources Recycling and Recovery (CalRecycle). *Facility/Site Summary Details: Monterey Peninsula Landfill (27-AA-0010)*. Available at: <https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2642?siteID=1976>. Accessed March 2025.
9. California Department of Toxic Substances Control. *Hazardous Waste and Substances Site List*. Available at: <https://dtsc.ca.gov/dtscs-cortese-list>. Accessed March 2025.
10. California Environmental Protection Agency. *GeoTracker*. Available at: <https://geotracker.waterboards.ca.gov/search>. Accessed December 2024.

11. City of Morgan Hill. *2035 General Plan, City of Morgan Hill*. Adopted July 2016.
12. City of Morgan Hill. *City of Morgan Hill Wildland Urban Interface Map*. March 2009.
13. City of Morgan Hill. *Emergency Operations Plan*. January 11, 2018.
14. City of Morgan Hill. *Morgan Hill 2035 Final Environmental Impact Report*. Certified July 2016.
15. Department of Toxic Substances Control. *EnviroStor*. Available at: <https://www.envirostor.dtsc.ca.gov/public/search.asp>. Accessed December 2024.
16. Federal Emergency Management Agency. *National Flood Hazard Layer FIRMette*. Available at: <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>. Accessed March 2025.
17. Governor’s Office of Planning and Research. *Technical Advisory on Evaluation Transportation Impacts in CEQA*. December 2018.
18. Live Oak Associates, Inc. *Biological Evaluation Addendum for the West Hills Church Project Site in Morgan Hill. (PN 1624-03)*. May 7, 2021.
19. Santa Clara County. *Comprehensive Land Use Plan, Santa Clara County, South County Airport*. Amended November 16, 2016.
20. Santa Clara Valley Habitat Agency. *Santa Clara Valley Habitat Agency Geobrowser*. Available at: <https://www.scv-habitatagency.org/228/Key-Maps>. Accessed March 2025.
21. Santa Clara Valley Transportation Authority. *2021 Congestion Management Program Document*. December 2021.
22. State Water Resources Control Board. *Active CDO and CAO*. Available at: <https://calepa.ca.gov/sitecleanup/corteselist/>. Accessed December 2024.
23. U.S. Department of Agriculture, Natural Resources Conservation Service. *Web Soil Survey*. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>. Accessed March 2025.

C. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

On the basis of the following evaluation, all project impacts have been determined to be less than significant, or can be mitigated to a less-than-significant level given required compliance with General Plan policies or mitigation measures included in the General Plan EIR.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials |
| <input type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |

D. DETERMINATION

On the basis of this initial study:

- I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Signature

Tiffany Brown, Senior Planner

 Printed Name

5/1/2025

 Date

City of Morgan Hill

 For

E. INTRODUCTION

This Initial Study/Negative Declaration (IS/ND) identifies and analyzes the potential environmental impacts of the proposed project. The information and analysis presented in this document is organized in accordance with the California Environmental Quality Act (CEQA) checklist in Appendix G of the CEQA Guidelines.

In July 2016, the City of Morgan Hill adopted the 2035 General Plan,¹ and certified an associated Environmental Impact Report (EIR) for the updated General Plan.² The General Plan EIR is a program EIR, prepared pursuant to Section 15168 of the CEQA Guidelines (Title 14, California Code of Regulations [CCR], Sections 15000 et seq.). The General Plan EIR analyzed full implementation of the General Plan and identified measures to mitigate the significant adverse impacts associated with the General Plan to the maximum extent feasible. Consistent with Section 15150 of the CEQA Guidelines, applicable portions of the General Plan and General Plan EIR are incorporated by reference as part of this IS/ND.

F. PROJECT DESCRIPTION

The following provides a description of the project site's current location and setting, as well as the proposed project components and the discretionary action required for the project.

Project Location, Setting, and Surrounding Land Uses

The project site consists of an approximately 1.8-acre portion of a larger 5.75-acre parcel located at 16695 DeWitt Avenue in the City of Morgan Hill, California (see Figure 1 and Figure 2). The site is identified by APN 773-09-011 and is part of the 10.5-acre West Hills Community Church property. The City's General Plan designates the site as Open Space (OS) and the site is zoned OS.

The project site is currently developed with various buildings, including an approximately 4,440-sf single-story worship center, three temporary classroom buildings totaling 8,491 sf, and a temporary restroom building, as well as a paved parking lot with 98 parking stalls. Site access is currently provided by a paved road extending from the project site southeast to connect to DeWitt Avenue. A concrete pedestrian walkway extends from the project site to the southeast and provides access to a secondary, off-site parking lot. The project site is landscaped with trees and an existing stormwater retention pond is located in the southeast corner of the site.

The site is surrounded by undeveloped hillside open space to the north, south and west. As previously discussed, a secondary parking lot with 71 stalls is located east of the project site, with vacant land further east. Surrounding existing uses include the West Hills Community Church and existing single-family residences along DeWitt Avenue to the east, beyond the vacant land.

Project Components

The proposed project would include the demolition of the three existing on-site temporary classroom buildings and the portable restroom building (see Figure 3). The existing worship center building would be remodeled. The remodel would include the addition of 2,145 sf of building space to the existing building, for a new total of 6,648 sf. The remodeled building would include, but not be limited to, a 3,508-sf open floor assembly area, 518-sf stage, 308-sf vestibule, 166-sf kitchenette, two storage rooms, a green room, an audio/visual control room, and crying room.

¹ City of Morgan Hill. *2035 General Plan, City of Morgan Hill*. Adopted July 2016.

² City of Morgan Hill. *Morgan Hill 2035 Final Environmental Impact Report*. Certified July 2016.

Figure 1
Regional Vicinity Location

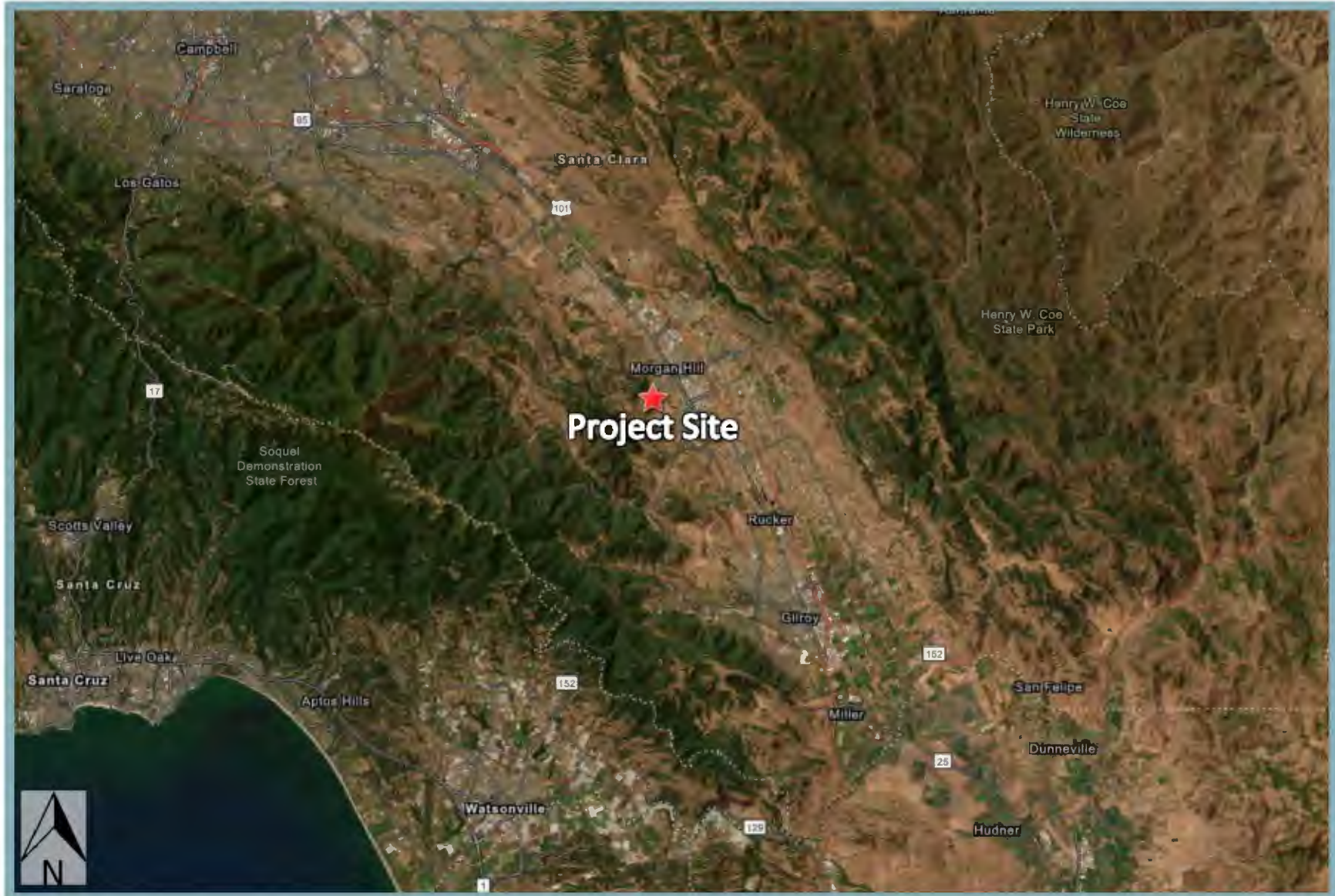
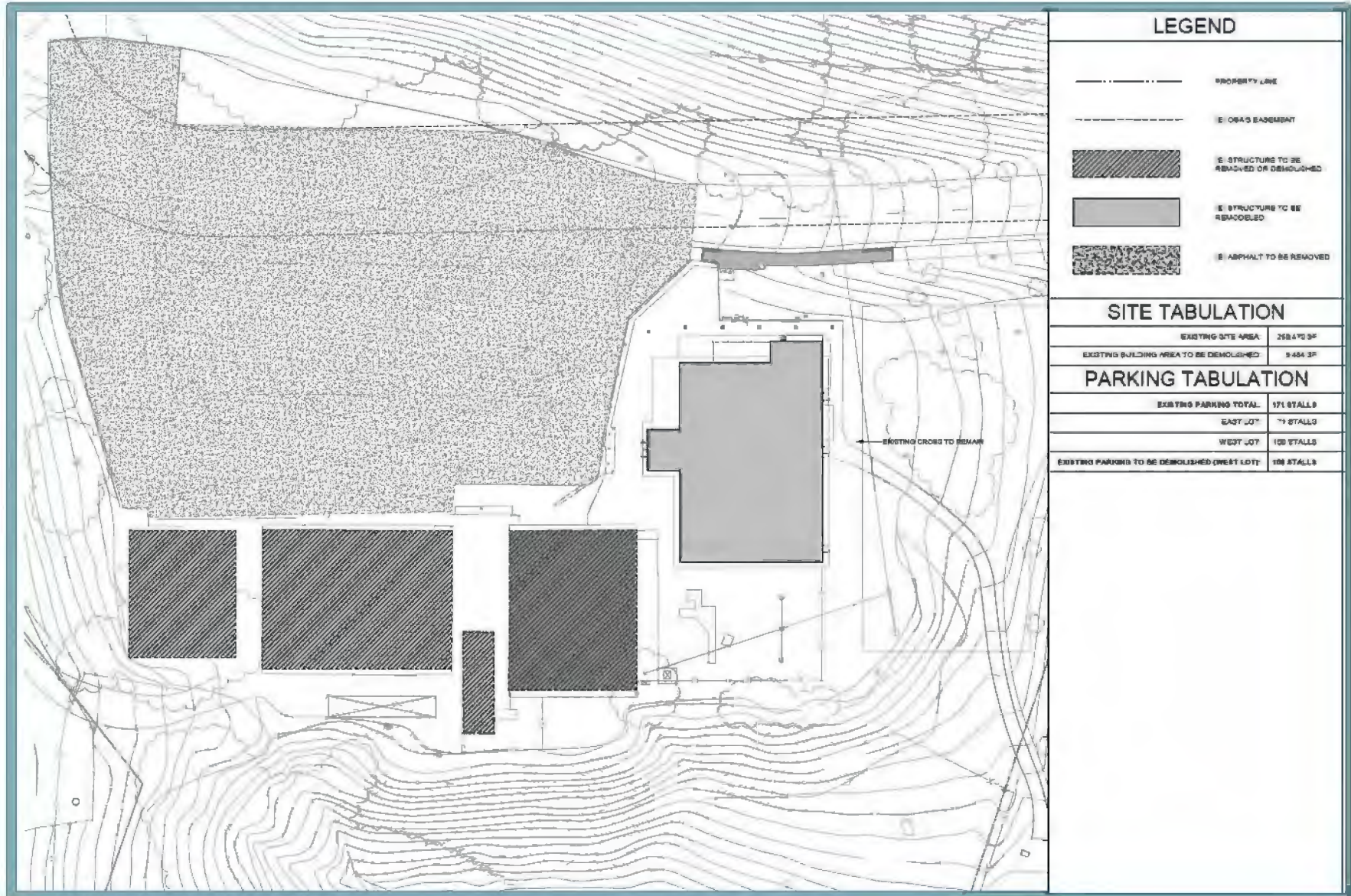


Figure 2
Project Site Boundaries



**Figure 3
Demolition Site Plan**



The proposed project would also include the development of a 12,000-sf, two-story Community Life Center (CLC) building (see Figure 4). The ground floor of the building would include, but not be limited to, a 2,696-sf fellowship hall, 1,088-sf classroom, a disability room, and storage rooms, as well as a lobby and kitchen (see Figure 5). The second floor would include, but not be limited to, five classrooms ranging from 325 sf to 1,153 sf, a toddler room, a nursery, and a lobby. As a result of the proposed project, the overall on-site building square footage would increase by a total of 6,349 sf from 12,931 sf to 19,280 sf.

The new CLC building would be used on Sunday mornings to host coffee and refreshments between services and occasionally a lunch after the service concludes. The fellowship hall would not be used at the same time as the Sunday morning worship gathering. Rather, the fellowship hall would be used during the week, such as by middle school and high school groups on Wednesday night and for gatherings of 40 to 50 people, including a mother's group and women's bible study. The fellowship hall would also be used to host events, such as breakfasts and teas, approximately six to eight times a year. Overall, the project applicant has stated that the proposed CLC building would provide an improved and consolidated facility to support the same types of activities that already occur within the three portable buildings demolished as part of the project.

Primary access to the project site would be provided by an existing driveway that extends east from the project site to connect to DeWitt Avenue. The proposed project does not include modifications to the existing driveway, which would continue to provide ingress and egress service to the reconfigured parking lot. As part of the proposed project, the existing parking lot would be demolished and repaved to increase the lot from 100 parking stalls to 138 stalls. Of the 138 total parking stalls, three would be compliant with the Americans with Disabilities Act (ADA). The areas surrounding the existing and proposed buildings would also be repaved.

Pursuant to Section 18.64.050 of the City's Municipal Code, landscaping would be provided throughout the site in accordance with the City's Standard Details for Construction. The proposed landscaping features in the project's Landscape Plan would include new shrubs, trees, and groundcover elements throughout the site, including within the parking lot. In addition, new landscaped areas would be provided along the length of the site boundaries, and a new open space/playground and lawn area would be located to the south of the new CLC building.

The proposed project would establish new connections to existing water and sewer service infrastructure within the existing driveway and within the project site (see Figure 6). In addition, a fire pump station and water pump would be installed in the northwest corner of the project site. With respect to stormwater management, the proposed project would install three runoff capture areas, one within each drainage management area (DMA) (see Figure 7). DMAs 1 and 3 would each include new bioretention areas, which would be located in the southeast and southwest corners of the project site. DMA 2 would include a new catch basin located within the reconfigured parking lot. Collected runoff would be routed from the detention basins through a new 48-inch detention pipe to a new dissipator located immediately south of the project site. The dissipator outfall location and the two new bioretention basins located in the southwest and southeast corners would represent the few areas where new site disturbance would occur as part of the proposed project.

Other improvements would include the dedication of an easement for a public trail located north of the existing driveway, which would continue to provide site access. The trail would be constructed by another party in the future.

Figure 4
Conceptual Site Plan

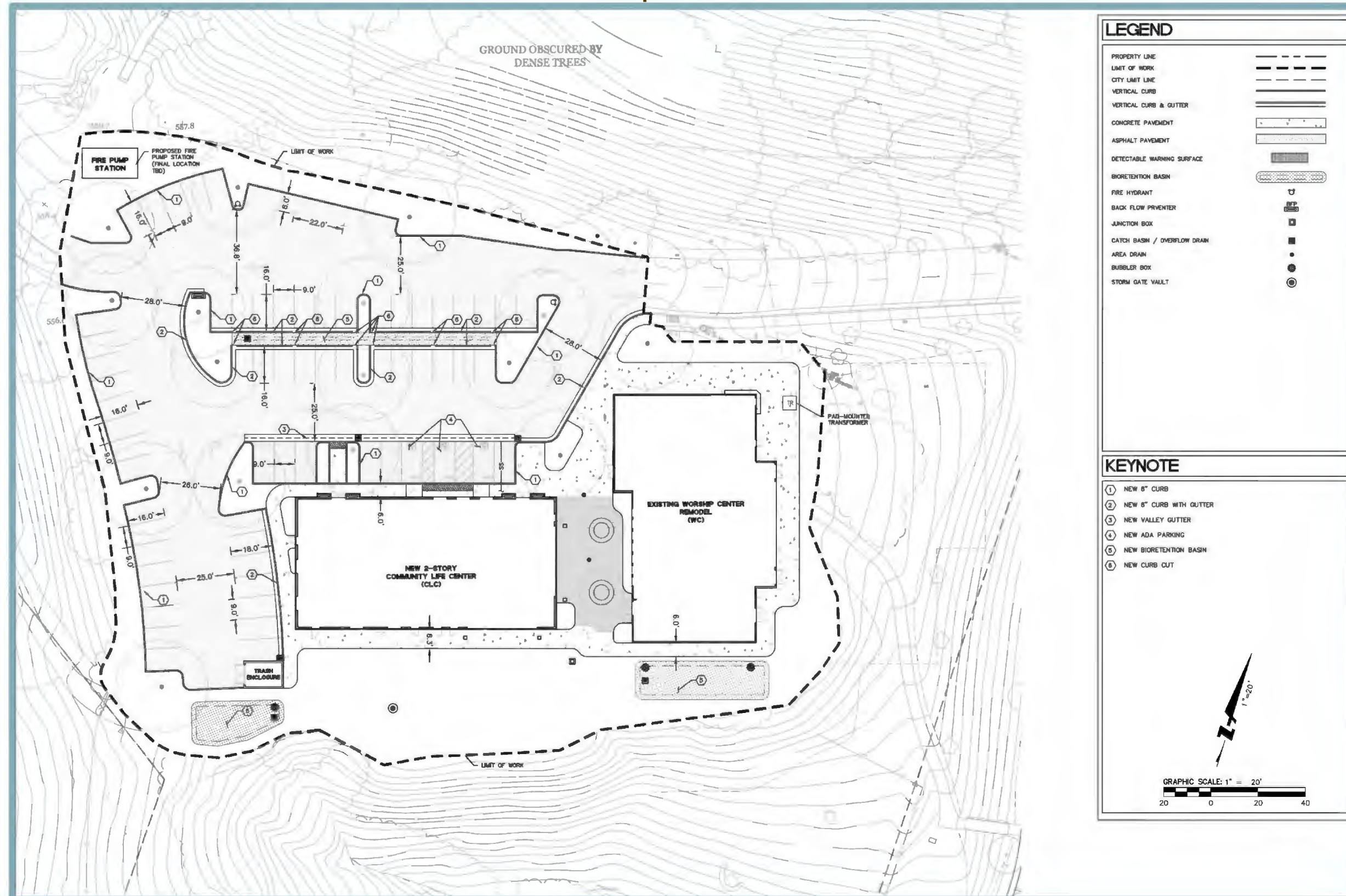
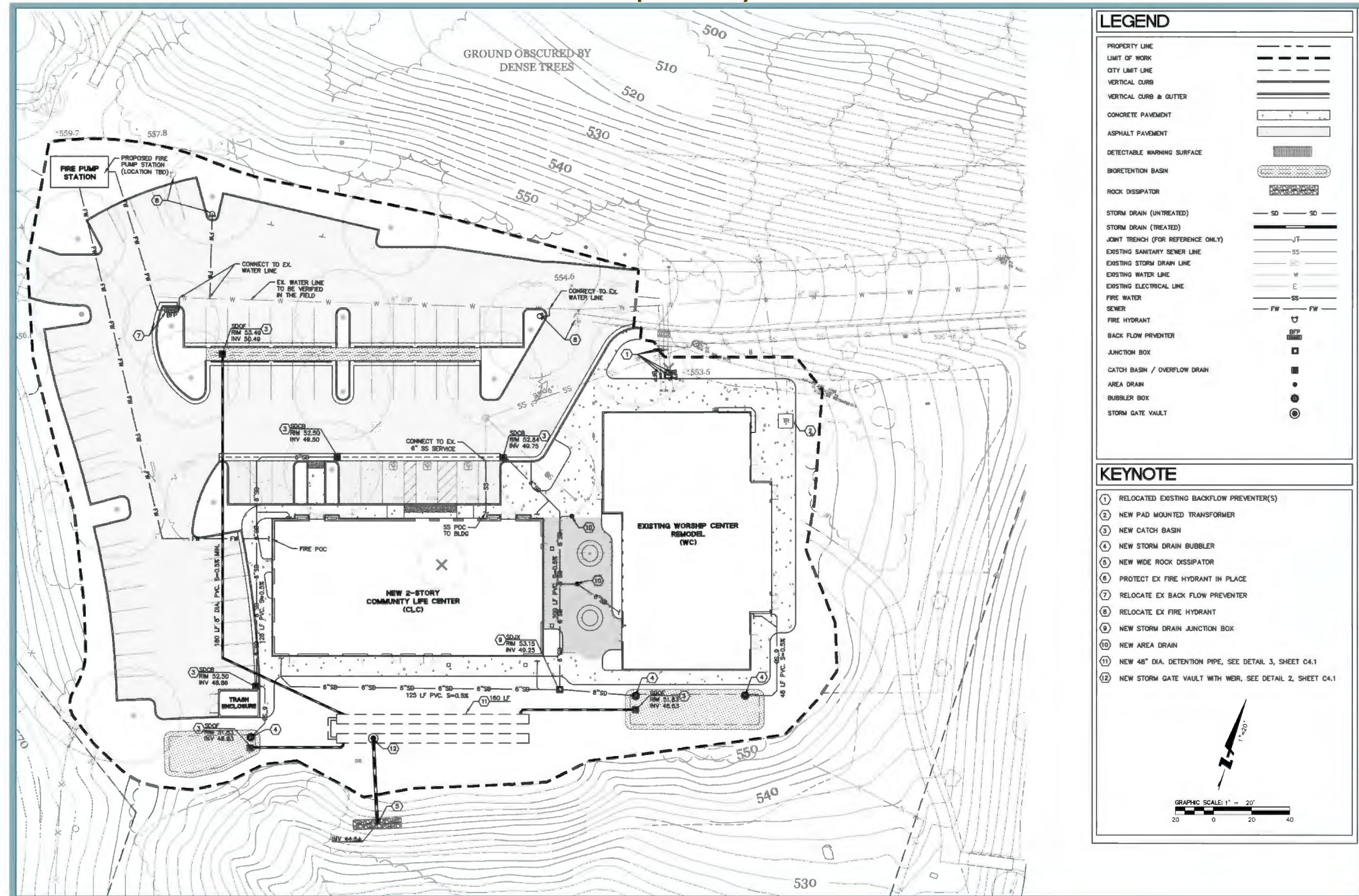


Figure 5
Community Life Center Floor Plan



Figure 6
Conceptual Utility Plan



LEGEND

PROPERTY LINE	---
LIMIT OF WORK	---
CITY LIMIT LINE	---
VERTICAL CURB	---
VERTICAL CURB & GUTTER	---
CONCRETE PAVEMENT	---
ASPHALT PAVEMENT	---
DETECTABLE WARNING SURFACE	---
BIORETENTION BASIN	---
ROCK DISSIPATOR	---
STORM DRAIN (UNTREATED)	SD
STORM DRAIN (TREATED)	SD
JOINT TRENCH (FOR REFERENCE ONLY)	JT
EXISTING SANITARY SEWER LINE	SS
EXISTING STORM DRAIN LINE	SD
EXISTING WATER LINE	W
EXISTING ELECTRICAL LINE	E
FIRE WATER	FW
SEWER	SS
FIRE HYDRANT	⊕
BACK FLOW PREVENTER	BFP
JUNCTION BOX	⊠
CATCH BASIN / OVERFLOW DRAIN	⊠
AREA DRAIN	⊠
BUBBLER BOX	⊠
STORM GATE VAULT	⊠

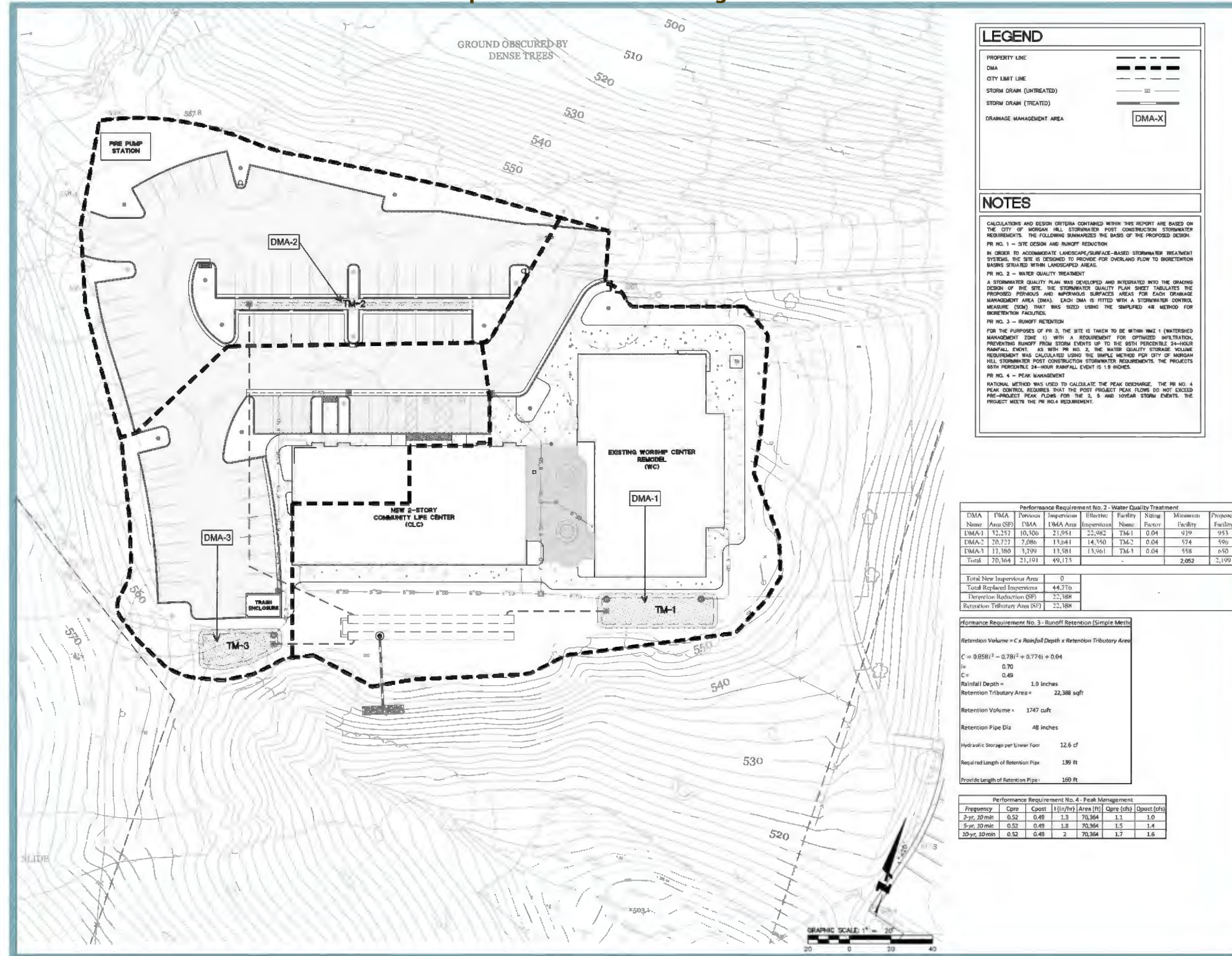
KEYNOTE

- ① RELOCATED EXISTING BACKFLOW PREVENTER(S)
- ② NEW PAD MOUNTED TRANSFORMER
- ③ NEW CATCH BASIN
- ④ NEW STORM DRAIN BUBBLER
- ⑤ NEW WIDE ROCK DISSIPATOR
- ⑥ PROTECT EX FIRE HYDRANT IN PLACE
- ⑦ RELOCATE EX BACK FLOW PREVENTER
- ⑧ RELOCATE EX FIRE HYDRANT
- ⑨ NEW STORM DRAIN JUNCTION BOX
- ⑩ NEW AREA DRAIN
- ⑪ NEW 48" DIA. DETENTION PIPE, SEE DETAIL 3, SHEET C4.1
- ⑫ NEW STORM GATE VAULT WITH WEIR, SEE DETAIL 2, SHEET C4.1

GRAPHIC SCALE: 1" = 20'

20 0 20 40

Figure 7
Conceptual Stormwater Management Plan



LEGEND

PROPERTY LINE: - - - - -

DMA: [Symbol]

CITY LIMIT LINE: - - - - -

STORM DRAIN (UNTREATED): [Symbol]

STORM DRAIN (TREATED): [Symbol]

DRAINAGE MANAGEMENT AREA: [Symbol] DMA-X

NOTES

CALCULATIONS AND DESIGN CRITERIA CONTAINED WITHIN THIS REPORT ARE BASED ON THE CITY OF MORGAN HILL STORMWATER POST CONSTRUCTION STORMWATER REQUIREMENTS. THE FOLLOWING SUMMARIZES THE BASIS OF THE PROPOSED DESIGN.

PR NO. 1 - SITE DESIGN AND RUNOFF REDUCTION
IN ORDER TO ACCOMMODATE LANDSCAPE/SURFACE-BASED STORMWATER TREATMENT SYSTEMS, THE SITE IS DESIGNED TO PROVIDE FOR OVERLAND FLOW TO BIORETENTION BASINS SITUATED WITHIN LANDSCAPED AREAS.

PR NO. 2 - WATER QUALITY TREATMENT
A STORMWATER QUALITY PLAN WAS DEVELOPED AND INTEGRATED INTO THE GRADING DESIGN OF THE SITE. THE STORMWATER QUALITY PLAN SHEET TABULATES THE PROPOSED PERVIOUS AND IMPERVIOUS SURFACES AREAS FOR EACH DRAINAGE MANAGEMENT AREA (DMA). EACH DMA IS FITTED WITH A STORMWATER CONTROL MEASURE (SCM) THAT WAS SIZED USING THE SIMPLIFIED 48 METHOD FOR BIORETENTION FACILITIES.

PR NO. 3 - RUNOFF RETENTION
FOR THE PURPOSES OF PR 3, THE SITE IS TAKEN TO BE WITHIN WAZ 1 (WATERSHED MANAGEMENT ZONE 1) WITH A REQUIREMENT FOR OPTIMIZED INFILTRATION, PREVENTING RUNOFF FROM STORM EVENTS UP TO THE 60TH PERCENTILE 24-HOUR RAINFALL EVENT. AS WITH PR NO. 2, THE WATER QUALITY STORAGE VOLUME REQUIREMENT WAS CALCULATED USING THE SIMPLE METHOD FOR CITY OF MORGAN HILL STORMWATER POST CONSTRUCTION STORMWATER REQUIREMENTS. THE PROJECT'S 60TH PERCENTILE 24-HOUR RAINFALL EVENT IS 1.9 INCHES.

PR NO. 4 - PEAK MANAGEMENT
RATIONAL METHOD WAS USED TO CALCULATE THE PEAK DISCHARGE. THE PR NO. 4 PEAK CONTROL REQUIREMENT THAT THE POST PROJECT PEAK FLOWS DO NOT EXCEED PRE-PROJECT PEAK FLOWS FOR THE 2, 5 AND 10 YEAR STORM EVENTS. THE PROJECT MEETS THE PR NO. 4 REQUIREMENT.

Performance Requirement No. 2 - Water Quality Treatment

DMA Name	DMA Area (SF)	Pervious DMA Area	Impervious DMA Area	Ethiopic Impervious	Facility Name	Sizing Factor	Minimum Facility	Proposed Facility
DMA-1	12,257	10,100	21,951	22,982	TM-1	0.04	939	953
DMA-2	20,727	7,086	13,641	14,350	TM-2	0.04	574	590
DMA-3	17,380	3,799	13,581	13,961	TM-3	0.04	558	650
Total	70,364	21,991	49,173	-	-	-	2,052	2,199

Total New Impervious Area	0
Total Replaced Impervious	44,776
Retention Reduction (SF)	22,188
Retention Tributary Area (SF)	22,188

Performance Requirement No. 3 - Runoff Retention (Simple Method)

Retention Volume = $C \times \text{Rainfall Depth} \times \text{Retention Tributary Area}$

$C = 0.858i^2 - 0.78i^2 + 0.774i + 0.04$

$i = 0.70$

$C = 0.49$

Rainfall Depth = 1.9 inches

Retention Tributary Area = 22,388 sqft

Retention Volume = 1747 cuft

Retention Pipe Dia = 48 inches

Hydraulic Storage per Linear Foot = 12.6 cf

Required Length of Retention Pipe = 139 ft

Provide Length of Retention Pipe = 160 ft

Performance Requirement No. 4 - Peak Management

Frequency	Cpe	Cpost	Q (in/hr)	Area (ft)	Qpre (cfs)	Qpost (cfs)
2-yr, 30 min	0.52	0.49	1.3	70,364	1.1	1.0
5-yr, 30 min	0.52	0.49	1.8	70,364	1.5	1.4
10-yr, 30 min	0.52	0.49	2	70,364	1.7	1.6

It should be noted that the proposed project would be located primarily within the existing development footprint of the existing worship center, temporary classrooms and restroom building, and parking lot. In addition, the uses of the remodeled building would not change and the new CLC building would provide an improved and consolidated facility to support the church's existing services and groups. Development of the proposed project would not result in changes to the church's existing hours of operation and the proposed project is not anticipated to increase the number of attendants.

Requested/Required Entitlements

The proposed project would require the following approvals from the City of Morgan Hill:

- Design Permit. Pursuant to Section 18.108.040 of the City's Municipal Code, a Design Permit enables the City to ensure that a proposed development exhibits high-quality design consistent with the General Plan. The Design Permit process is also intended to ensure that new development and uses are compatible with their surroundings and minimize negative impacts on neighboring properties.
- Rezone. In February 2016, the City Council adopted Ordinance 2186, which removed church facilities as conditionally permitted uses under the OS zoning district. Because the existing structures are considered legal non-conforming uses pursuant to the OS zoning designation, the proposed project is requesting approval of a Rezone of the project site to Planned Development (PD). The purpose of a PD district is to allow for high-quality development that deviates from standards and regulations applicable to base zoning districts in the City. The PD zone provides landowners with enhanced flexibility to take advantage of unique site characteristics and develop projects that would provide public benefits for residents, employees, and visitors. The church services and various weekday activities would be considered allowed uses under the PD zoning designation.

G. ENVIRONMENTAL CHECKLIST

The following checklist contains the environmental checklist form presented in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. For this checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.

Less Than Significant with Mitigation Incorporated: An impact that requires mitigation to reduce the impact to a less-than-significant level.

Less-Than-Significant Impact: Any impact that would not be considered significant under CEQA relative to existing standards.

No Impact: The project would not have any impact.

I. AESTHETICS.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a-d. The project site is not located within a scenic vista or State scenic highway, and is located in an urbanized area. Although the proposed project includes a Rezone and demolition of the on-site portable buildings, project development would be consistent with all applicable regulations governing scenic quality. In addition, the proposed project would be located within the existing development footprint and the proposed CLC building would support the same types of activities that already occur within the three portable buildings. As such, light and glare associated with the proposed project would be consistent with existing on-site resources. Therefore, impacts related to aesthetics would be ***less than significant***.

II. AGRICULTURE AND FORESTRY RESOURCES.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
d. Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘

Discussion

a-e. The project site is not designated as Farmland by the State Department of Conservation, is not zoned for agricultural use, and is not under a Williamson Act Contract. In addition, the project site is not zoned as forest land or timberland, and development of the proposed project would not result in the loss or conversion of forest land. Therefore, **no impact** related to agriculture and forestry resources would occur.

III. AIR QUALITY.

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a,b. The City of Morgan Hill is located in the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). The SFBAAB area is currently designated as a nonattainment area for State and federal ozone, State and federal fine particulate matter 2.5 microns in diameter (PM_{2.5}), and State respirable particulate matter 10 microns in diameter (PM₁₀) ambient air quality standards (AAQS). The SFBAAB is designated attainment or unclassified for all other AAQS. It should be noted that on January 9, 2013, the U.S. Environmental Protection Agency (USEPA) issued a final rule to determine that the Bay Area has attained the 24-hour PM_{2.5} federal AAQS. Nonetheless, the Bay Area must continue to be designated as nonattainment for the federal PM_{2.5} AAQS until such time as the BAAQMD submits a redesignation request and a maintenance plan to the USEPA, and the USEPA approves the proposed redesignation. The USEPA has not yet approved a request for redesignation of the SFBAAB; therefore, the SFBAAB remains in nonattainment for 24-hour PM_{2.5}.

In compliance with regulations, due to the nonattainment designations of the area, the BAAQMD periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the AAQS, including control strategies to reduce air pollutant emissions through regulations, incentive programs, public education, and partnerships with other agencies. The current air quality plans are prepared in cooperation with the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG).

The most recent federal ozone plan is the 2001 Ozone Attainment Plan, which was adopted on October 24, 2001 and approved by the California Air Resources Board (CARB) on November 1, 2001. The plan was submitted to the USEPA on November 30, 2001 for review and approval. The most recent State ozone plan is the 2017 Clean Air Plan, adopted on April 19, 2017. The 2017 Clean Air Plan was developed as a multi-pollutant plan that provides an integrated control strategy to reduce ozone, PM, toxic air contaminants (TACs), and greenhouse gases (GHGs). Although a plan for achieving the State PM₁₀ standard is not required, the BAAQMD has prioritized measures to reduce PM in developing the control strategy for the 2017 Clean Air Plan. The control strategy serves as the backbone of the BAAQMD's current PM control program.

The aforementioned air quality plans contain mobile source controls, stationary source controls, and transportation control measures to be implemented in the region to attain the State and federal AAQS within the SFBAAB. Adopted BAAQMD rules and regulations, as well as thresholds of significance, have been developed with the intent to ensure

continued attainment of AAQS, or to work towards attainment of AAQS for which the area is currently designated nonattainment, consistent with applicable air quality plans. The BAAQMD’s established significance thresholds associated with development projects for emissions of the ozone precursors reactive organic gases (ROG) and oxides of nitrogen (NO_x), as well as for PM₁₀ and PM_{2.5}, expressed in pounds per day (lbs/day) and tons per year (tons/yr), are listed in Table 1. By exceeding the BAAQMD’s mass emission thresholds for ROG, NO_x, PM₁₀, or PM_{2.5}, a project would be considered to conflict with or obstruct implementation of the BAAQMD’s air quality planning efforts.

Table 1 BAAQMD Thresholds of Significance			
Pollutant	Construction	Operational	
	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tons/yr)
ROG	54	54	10
NO _x	54	54	10
PM ₁₀ (exhaust)	82	82	15
PM _{2.5} (exhaust)	54	54	10

Source: BAAQMD, CEQA Guidelines, April 2023.

Particulate matter can be split into two categories: fugitive and exhaust. The BAAQMD thresholds of significance for exhaust are presented in Table 1. BAAQMD does not maintain quantitative thresholds for fugitive emissions of PM₁₀ or PM_{2.5}, rather, BAAQMD requires all projects within the district’s jurisdiction to implement Basic Construction Mitigation Measures (BCMMs) related to dust suppression. The BCMMs include the following:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
8. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
9. Publicly visible signs shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

In addition to the BCMMs, projects are strongly encouraged to implement enhanced best management practices to control fugitive dust emissions. The enhanced measures are especially important when schools, residential areas, or other sensitive land uses are located near the construction site. BAAQMD recommended enhanced best management practices include the following:

1. Limit the simultaneous occurrence of excavation, grading, and ground-disturbing construction activities.
2. Install wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.
3. Plant vegetative ground cover (e.g., fast-germinating native grass seed) in disturbed areas as soon as possible and watered appropriately until vegetation is established.
4. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent.
5. Minimize the amount of excavated material or waste materials stored at the site.
6. Hydroseed or apply non-toxic soil stabilizers to construction areas, including previously graded areas, that are inactive for at least 10 calendar days.

The proposed project's construction emissions were quantified using the California Emissions Estimator Model (CalEEMod) software version 2022.1.1.29 – a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including construction data, trip generation rates, vehicle mix, trip length, average speed, etc. However, where project-specific data is available, such data should be input into the model. Accordingly, the proposed project's modeling assumes the following project- and/or site-specific information:

- Construction would commence in June 2025 and take place over approximately one year;
- Approximately 3,800 cubic yards (CY) of soil would be exported from the site during grading activities; and
- 9,484 sf of building materials would be demolished and hauled from the site.

The proposed project's estimated emissions associated with construction and operation are provided below. All CalEEMod results are included as Appendix A to this IS/ND.

Construction Emissions

According to the CalEEMod results, the proposed project would result in maximum construction criteria air pollutant emissions as shown in Table 2. As shown in the table, the proposed project's construction emissions would be below the applicable thresholds of significance. In addition, as discussed above, all projects within the jurisdiction of the BAAQMD are required to implement all BAAQMD BCMMs, which would be required by the City as conditions of approval. The proposed project's required implementation of the BAAQMD BCMMs listed above for the project's construction activities would help to further minimize construction-related emissions.

Overall, because construction of the proposed project would not exceed any applicable thresholds of significance, project construction would result in a less-than-significant impact.

Table 2 Maximum Construction Emissions (lbs/day)			
Pollutant	Proposed Project Emissions	Threshold of Significance	Exceeds Threshold?
ROG	3.37	54	NO
NO _x	31.70	54	NO
PM ₁₀ *	1.37	82	NO
PM _{2.5} *	1.26	54	NO
Note: * Denotes emissions from exhaust only. BAAQMD does not have adopted thresholds for fugitive PM emissions.			
Source: CalEEMod, January 2025 (see Appendix A).			

Operational Emissions

With respect to the proposed project’s operational criteria pollutant emissions, the proposed project would not include a change in operational hours or an increase in attendance or other on-campus activities. Thus, emissions associated with project operation would not be significantly different from the existing conditions. In addition, the proposed CLC building would not use natural gas, as natural gas is prohibited in all new construction pursuant to Chapter 15.63 of the City’s Municipal Code. Overall, the proposed project would not result in any additional impacts related to such beyond current conditions.

Cumulative Emissions

Past, present, and future development projects contribute to the region’s adverse air quality impacts on a cumulative basis. By nature, air pollution is largely a cumulative impact. A single project is not sufficient in size to, by itself, result in nonattainment of AAQS. Instead, a project’s individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project’s contribution to the cumulative impact is considerable, then the project’s impact on air quality would be considered significant. In developing thresholds of significance for air pollutants, BAAQMD considered the emission levels for which a project’s individual emissions would be cumulatively considerable. The thresholds of significance presented in Table 1 represent the levels at which a project’s individual emissions of criteria air pollutants or precursors would result in a cumulatively considerable contribution to the SFBAAB’s existing air quality conditions. If a project exceeds the significance thresholds presented in Table 1, the proposed project’s emissions would be cumulatively considerable, resulting in a significant adverse cumulative air quality impact to the region’s existing air quality conditions. Because the proposed project would not generate criteria pollutant emissions above the applicable thresholds of significance, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS.

Conclusion

As stated previously, the applicable regional air quality plans include the 2001 Ozone Attainment Plan and the 2017 Clean Air Plan. Because construction and operation of the

proposed project would not result in emissions of criteria air pollutants in excess of BAAQMD's thresholds of significance, conflicts with or obstruction of the implementation of the applicable regional air quality plans would not occur. As a result, the project would not result in a cumulatively considerable net increase of a criteria pollutant for which the project region is nonattainment under an applicable federal or State AAQS. Thus, a **less-than-significant** impact would occur.

- c. Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Sensitive receptors are typically defined as facilities where sensitive receptor population groups (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, playgrounds, childcare centers, retirement homes, convalescent homes, hospitals, and medical clinics. The nearest existing sensitive receptors to the project site would be the single-family residences fronting DeWitt Avenue, with the closest located approximately 560 feet east of the project site.

The major pollutant concentrations of concern are localized carbon monoxide (CO) emissions and TACs, which are addressed in further detail below.

Localized CO Emissions

Localized concentrations of CO are related to the levels of traffic and congestion along streets and at intersections. High levels of localized CO concentrations are only expected where background levels are high, and traffic volumes and congestion levels are high. Emissions of CO are of potential concern, as the pollutant is a toxic gas that results from the incomplete combustion of carbon-containing fuels such as gasoline or wood.

In order to provide a conservative indication of whether a project would result in impacts related to localized CO emissions, the BAAQMD has established screening criteria for localized CO emissions. According to BAAQMD, a proposed project would result in a less-than-significant impact related to localized CO emission concentrations if all of the following conditions are true for the project:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans;
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; and
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, underpass, etc.).

Considering that the project would be consistent with the existing uses for the site, the project would not conflict with the Santa Clara Valley Transportation Authority (VTA)

Congestion Management Program (CMP).³ As described in further detail in Section XVII, Transportation, of this IS/ND, because the proposed project would not result in an increase in vehicle trips beyond existing levels, traffic associated with the proposed development would not increase traffic volumes at an affected intersection to more than 44,000 vehicles per hour. Furthermore, intersections where vertical and/or horizontal mixing is limited due to tunnels, underpasses, or similar features do not exist in the project area. Therefore, based on the BAAQMD's screening criteria for localized CO emissions, the proposed project would not be expected to result in substantial levels of localized CO at intersections or generate localized concentrations of CO that would exceed standards or cause health hazards.

TAC Emissions

Another category of environmental concern is TACs. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommended setback distances for sensitive land uses from major sources of TACs, including, but not limited to, freeways and high traffic roads, distribution centers, rail yards, and gas dispensing facilities (GDFs). The CARB has identified diesel particulate matter (DPM) from engines as a TAC; thus, high volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic are identified as having the highest associated health risks from DPM. Health risks associated with TACs are a function of both the concentration of emissions and the duration of exposure, where the higher the concentration and/or the longer the period of time that a sensitive receptor is exposed to pollutant concentrations would correlate to a higher health risk. As noted above, the existing sensitive receptors near the project site include the single-family residences along DeWitt Avenue, approximately 560 feet east of the project site.

The proposed project does not include any operations that would be considered a substantial source of TACs. Accordingly, operations of the proposed project would not expose sensitive receptors to excess concentrations of TACs.

Short-term, construction-related activities would result in the generation of TACs, specifically DPM, from on-road haul trucks and off-road equipment exhaust emissions. Construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of the proposed project. Health risks are typically associated with exposure to high concentrations of TACs over extended periods of time (e.g., 30 years or greater), whereas the construction period associated with the proposed project is estimated to be approximately two years and 10 months.

All construction equipment and operation thereof would be regulated by the In-Use Off-Road Diesel Vehicle Regulation, which is intended to help reduce emissions associated with off-road diesel vehicles and equipment, including DPM. Project construction would also be required to comply with all applicable BAAQMD rules and regulations, particularly associated with permitting of air pollutant sources. In addition, only portions of the site would be disturbed at a time throughout the construction period, with operation of construction equipment occurring intermittently throughout the course of a day rather than continuously at any one location on the project site. Operation of construction equipment within portions of the development area would allow for the dispersal of emissions, and would ensure that construction activity is not continuously occurring in the portions of the project site closest to existing receptors. Because construction equipment on-site would

³ Santa Clara Valley Transportation Authority. *2021 Congestion Management Program Document*. December 2021.

not operate for long periods of time and would be used at varying locations within the site, associated emissions of DPM would not occur at the same location (or be evenly spread throughout the entire project site) for long periods of time. Due to the temporary nature of construction and the relatively short duration of potential exposure to associated emissions, the potential for any one sensitive receptor in the area to be exposed to concentrations of pollutants for a substantially extended period of time would be low.

Furthermore, the project applicant would be required to prepare, and include on all site development and grading plans, a management plan detailing strategies for control of noise, dust and vibration, and storage of hazardous materials during construction of the project. Pursuant to Section 18.76.040 (Air Contaminants) of the City's Municipal Code, the management plan must include all applicable BAAQMD rules and regulations, as well as the City's standard conditions for construction activity. The City of Morgan Hill Development Services Department would ensure that the BAAQMD's BCMs, listed under questions 'a,b' above, would be noted on project construction drawings prior to issuance of a building permit or approval of improvement plans.

Conclusion

Based on the above, the proposed project would not expose any sensitive receptors to substantial concentrations of localized CO or TACs associated with construction or operation. Therefore, the proposed project would not result in the exposure of sensitive receptors to substantial pollutant concentrations, and a **less-than-significant** impact would occur.

- d. Emissions of concern include those leading to odors, emission of dust, or emissions considered to constitute air pollutants. Air pollutants have been discussed in questions 'a' through 'c' above. Therefore, the following discussion focuses on emissions of odors and dust.

According to the BAAQMD CEQA Guidelines, odors are generally regarded as an annoyance rather than a health hazard.⁴ Manifestations of a person's reaction to odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). The presence of an odor impact is dependent on a number of variables including: the nature of the odor source; the frequency of odor generation; the intensity of odor; the distance of odor source to sensitive receptors; wind direction; and sensitivity of the receptor. Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantitative analysis to determine the presence of a significant odor impact is difficult. Typical odor-generating land uses include, but are not limited to, wastewater treatment plants, landfills, and composting facilities. The proposed project would not introduce any such land uses and is not located in the vicinity of any such existing or planned land uses.

Construction activities often include diesel-fueled equipment and heavy-duty trucks, which could create odors associated with diesel fumes that may be considered objectionable. However, construction activities would be temporary, and hours of operation for construction equipment would be prohibited between 8:00 PM and 7:00 AM, Monday through Friday, and between 6:00 PM and 9:00 AM on Saturdays, as required by Morgan Hill Municipal Code Chapter 8.28. Project construction would also be required to comply

⁴ Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines*. May 2017.

with all applicable BAAQMD rules and regulations, particularly associated with permitting of air pollutant sources. The aforementioned regulations would help to minimize emissions, including emissions leading to odors. Accordingly, substantial objectionable odors would not be expected to occur during construction activities.

With respect to dust, as noted previously, the proposed project would be required to implement BAAQMD's BCMMs during project construction. The BCMMs would act to reduce construction-related dust by requiring that haul trucks with loose material are covered, reducing vehicle dirt track-out, and limiting vehicle speeds within the project site, among other methods, which would ensure that construction of the proposed project does not result in substantial emissions of dust. Following project construction, vehicles operating within the project site would be limited to paved areas of the site, and non-paved areas would be landscaped. Thus, project operations would not include sources of dust that could adversely affect a substantial number of people.

For the aforementioned reasons, construction and operation of the proposed project would not result in emissions (such as those leading to odors) adversely affecting a substantial number of people, and a ***less-than-significant*** impact would result.

IV. BIOLOGICAL RESOURCES.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘

Discussion

a. A development project could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS), if the project’s components result in the “take” of such species. Pursuant to the Federal Endangered Species Act, “take” is defined to include harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, or collecting wildlife species or any attempt to engage in such conduct. In addition, raptors (birds of prey), migratory birds, and other avian species are protected under the Migratory Bird Treaty Act (MBTA) of 1918 and California Fish and Game Code (CFGC) Section 3503.5. Furthermore, plant species considered to be rare, threatened, or endangered in California by the California Native Plant Society (CNPS) and CDFW (California Rare Plant Rank [CRPR] 1 and 2) are provided special status under CEQA.

The project site, which is currently developed with a single-story worship center, three temporary classroom buildings, a temporary restroom building, and a paved parking lot, is located within the boundaries of the Santa Clara Valley Habitat Plan (SCVHP). The SCVHP provides take authorization for 18 listed and non-listed species (i.e., covered species). In addition, the SCVHP includes conservation measures to protect the species covered by the SCVHP, as well as a conservation strategy designed to mitigate impacts on covered species and contribute to the recovery of the species in the study area. Compliance with the SCVHP is discussed under question ‘f’ below.

The project site contains several trees and more are located along the site's perimeters. Pursuant to the Santa Clara Valley Habitat Agency Geobrowser (SCVHA Geobrowser), the project site is designated by the SCVHP as Rural Residential land cover.⁵ The existing on-site conditions are generally consistent with the Rural Residential land cover type, which is described in the SCVHP as areas with low-density residential development. It should be noted that the Rural Residential area extends to the single-family residences fronting DeWitt Avenue. Typically, species covered by the SCVHP are unlikely to occur within Rural Residential areas.

Additionally, according to the SCVHA Geobrowser, the project site is not located within a designated Wildlife Survey Area and is also located outside of the SCVHP Burrowing Owl Fee Area. The project site is located in a designated Plant Survey Area; however, the project site is currently developed, and the proposed project would largely occur within the existing development footprint. Because the project site is currently developed, suitable habitat for special-status plant species does not occur on-site. Therefore, impacts to special-status plant species are not anticipated to occur. Considering the disturbed nature of the project site and existing development in the project vicinity, the site does not provide habitat value for endangered, rare, or threatened plant or wildlife species.

The dissipator outfall location and the two new bioretention basins located in the southwest and southeast corners of the site would represent areas of new disturbance to on-site annual grassland and coyote brush scrub habitat. Various migratory birds could potentially nest in the existing on-site trees and other vegetation, such as coyote brush scrub; however, as part of the City's standard conditions of approval, a preconstruction survey for migratory birds would be required.

Based on the above, the proposed project would not result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS, and a **less-than-significant** impact would occur.

- b,c. Riparian habitats are lands that occur along watercourses and water bodies, with typical examples including streambanks and floodplains, and are distinctly different from surrounding lands due to unique soil and vegetation characteristics strongly influenced by the presence of water. With respect to State or federally protected wetlands, wetlands are generally considered to be areas that are periodically or permanently inundated by surface or groundwater, and support vegetation adapted to life in saturated soil. Geographically and hydrologically isolated wetlands are outside federal jurisdiction, but are regulated by Regional Water Quality Control Board (RWQCB).

Considering the developed nature of the project site, riparian land cover and/or State or federally protected wetlands are not present on-site. Therefore, the project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or the USFWS or have a substantial adverse effect on State or federally protected wetlands through direct removal, filling, hydrological interruption, or other means. Thus, a **less-than-significant** impact would occur.

⁵ Santa Clara Valley Habitat Agency. *Santa Clara Valley Habitat Agency Geobrowser*. Available at: <https://www.scv-habitatagency.org/228/Key-Maps>. Accessed March 2025.

- d. Movement corridors or landscape linkages are usually linear habitats that connect two or more habitat patches, providing assumed benefits to wildlife species by reducing inbreeding and increasing the potential for recolonization of habitat patches. The project site is surrounded by undeveloped hillside open space to the north, south and west. A secondary parking lot with 71 stalls is located east of the project site, with vacant land further east and the West Hills Community Church and single-family residences along DeWitt Avenue further beyond that. Due to the developed nature of the area east of the project site, as well as the lack of physical barriers to wildlife movement west of the site, allowing wildlife to maneuver around the site, the proposed project would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites. Thus, a **less-than-significant** impact would occur.
- e. Morgan Hill Municipal Code Section 12.32.030 requires the approval of a Tree Removal Permit prior to the removal of any Ordinance Sized Tree, defined as a non-indigenous tree with a circumference greater than 40 inches (approximately 12.7-inch diameter) or any indigenous tree with circumference greater than 18 inches (approximately 5.7 inches diameter). An indigenous tree is defined as any tree native to the Morgan Hill region, such as oaks (all types), Sycamore, California Bay, Madrone, or Alder. According to the Morgan Hill Municipal Code, non-indigenous tree species in residential zones and orchards (including individual fruit trees) are not considered Ordinance Sized Trees. In addition, a Tree Removal Permit is required prior to the removal of a Street Tree, defined as a tree of any size within the public street right-of-way (ROW) or publicly accessible private street or within five feet of a publicly accessible sidewalk adjacent to a public or private street in the case of a street without a landscape park strip.

A Biological Evaluation Addendum was prepared by Live Oak Associates, Inc. (Live Oak) for a previous design of the proposed project (see Appendix B).⁶ Although the project site boundaries have changed since preparation of the Biological Evaluation Addendum, at least one tree identified as subject to the City's tree ordinance is located within the current project site boundaries (e.g., Tree #31 within Figure 8). Compliance with the City's tree removal permit process would ensure that impacts related to trees would be less than significant. In addition, the project would include new landscaping, including within the repaved parking lot. Plant selection would be in accordance with Morgan Hill Municipal Code Section 18.64.060, which requires that all landscaping plants and trees shall be categorized as low or very low water use.

Based on the above, the proposed project would not conflict with a local policy or ordinance protecting biological resources, such as a tree preservation policy or ordinance, and a **less-than-significant** impact would occur.

- f. The SCVHP was developed through a partnership between Santa Clara County, the cities of San José, Morgan Hill, and Gilroy, the Santa Clara Valley Water District (SCVWD), the Santa Clara VTA, the USFWS, and the CDFW. The SCVHP is intended to promote the recovery of endangered species and enhance ecological diversity and function, while accommodating planned growth in approximately 500,000 acres of southern Santa Clara County. The SCVHP provides take authorization for 18 listed and non-listed species (i.e., covered species).

⁶ Live Oak Associates, Inc. *Biological Evaluation Addendum for the West Hills Church Project Site in Morgan Hill*. (PN 1624-03). May 7, 2021.

Figure 8
Previously Identified Ordinance Trees



In addition, the SCVHP includes conservation measures to protect the covered species covered by the SCVHP, as well as a conservation strategy designed to mitigate impacts on covered species and contribute to the recovery of the species in the study area.

As noted previously, the SCVHP designates the project site as a Rural Residential developed land cover type. Typically, species covered by the SCVHP are unlikely to occur within such developed areas. In addition, as set forth by Morgan Hill Municipal Code Section 18.132.050, compliance with the SCVHP requires payment of fees according to the Fee Zone designation of the property. The project site is located within Fee Zone B (Agricultural and Valley Floor Lands). Payment of the required fees would further reduce any potential impacts to biological resources and ensure project consistency with the SCVHP.

Based on the above, the proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan, and ***no impact*** would occur.

V. CULTURAL RESOURCES.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Disturb any human remains, including those interred outside of dedicated cemeteries.	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a-c. Historical resources are features that are associated with the lives of historically important persons and/or historically significant events, that embody the distinctive characteristics of a type, period, region, or method of construction, or that have yielded, or may be likely to yield, information important to the pre-history or history of the local area, California, or the nation. Examples of typical historical resources include, but are not limited to, buildings, farmsteads, rail lines, bridges, and trash scatters containing objects such as colored glass and ceramics.

To identify any known cultural resources, a records search of the California Historic Resources Information System (CHRIS) was performed by the Northwest Information Center (NWIC) on October 5, 2021. The CHRIS search included a review of cultural resource site records and reports, historic-period maps, and literature for Santa Clara County, as well as other inventories, including the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California State Historical Landmarks, California State Points of Historical Interest, and the Office of Historic Preservation (OHP) Built Environment Resources Directory (BERD). The NWIC concluded that the project site has not been included in previous cultural resources studies and does not contain recorded archaeological resources.

The proposed project would include demolition of the existing on-site temporary classroom buildings and the portable restroom building. Generally, properties eligible for listing in the NRHP are at least 50 years old. Cultural resources determined eligible for the NRHP by a federal agency are automatically eligible for the CRHR. The existing modular buildings at the project site were constructed in the 1960s and, therefore, could meet the aforementioned 50-year age requirement. However, the on-site buildings are not associated with any important events or people, nor do the buildings embody any distinctive characteristics of a type, period, or method of construction. Thus, implementation of the proposed project would not result in an adverse change in the significance of a historical resource.

The project site is currently developed and, as such, is unlikely to contain any previously unrecorded cultural resources. However, the proposed project would include minor new ground disturbance related to the proposed utility infrastructure. As noted in the General Plan EIR, archaeological surveys conducted in Morgan Hill have identified numerous prehistoric sites with shell midden components, including human burials. In addition, the CHRIS search concluded that the site has a low to moderate potential for unrecorded archaeological resources to be located on-site. Based on such findings, the potential exists for subsurface historical resources and previously unknown archaeological resources to be found on-site during grading and excavation associated with development

of the proposed project; however, the potential for discovering unknown resources is limited due to the developed nature of the project site. Nonetheless, in the event that such resources are unearthed, the City's standard Conditions of Approval related to the protection of historical and archaeological resources would be implemented, consistent with Morgan Hill Municipal Code Section 18.60.090:

A. Status Determination.

1. The city shall consult with the Northwest Information Center to determine if the project is located within or adjacent to a known archaeological site.
2. If the city determines that the project is located within or adjacent to a known archaeological site, the following requirements apply:
 - a. The project shall obtain a Historical Alteration Permit.
 - b. The project's CEQA review shall consider potentially significant impacts on archaeological resources and identify appropriate mitigation measures to be imposed as conditions of approval in addition to the standard conditions in Subsection B below.
 - c. The project shall comply with the standard conditions of approval in Subsection B below.
3. If the city determines that the project is not located within or adjacent to a known archaeological site, the applicant may either:
 - a. Prepare an archaeological survey for the site to identify necessary mitigation measures; or
 - b. Comply with the standard conditions of approval in Subsection B below. If the project complies with these standard conditions of approval, the city shall find that potentially significant impacts on archaeological resources are reduced to a less than significant level and that the preparation of an archaeological resources report is not required.

B. Standard Conditions of Approval.

1. Applicability. The conditions of approval in paragraphs 2 and 3 below apply to:
 - a. All projects located within or adjacent to a known archaeological site; and
 - b. Projects not located within or adjacent to a known archaeological site which elected to comply with these conditions pursuant to A.3 above.
2. On-Site Archaeologist. An archaeologist shall be present on-site to monitor all ground-disturbing activities. If historical or archaeological artifacts are found during construction, the following protocol shall be followed:
 - a. Work within thirty feet of the artifacts shall halt immediately. And the archaeologist shall determine if the artifacts qualify as a unique archaeological resource as defined by this chapter.
 - b. If the archaeologist determines that the artifacts are not a unique archaeological resource, the archaeologist shall submit to the community development director a brief memorandum or letter that describes the artifacts, assesses their significance, and describes of the methods used to determine their significance. Construction may continue upon the Director's approval of the archaeologist's determination.
 - c. If the archaeologist determines that the artifacts qualify as a unique archaeological resource, the archaeologist shall submit to the community development director an action plan that recommends

measures to avoid or minimize impacts to the resource. The action plan shall be prepared in conformance with California Public Resources Code 21083.2. Construction may continue only after the director's approval of the action plan.

3. Discovery of Human Remains. If human remains are discovered during construction, the project shall comply with all applicable state and federal laws, including California Health and Safety Code Section 7050.5 and CEQA Guidelines Section 15064.5(e).

Compliance with the City's standard Conditions of Approval would ensure that construction of the proposed project would have a ***less-than-significant*** impact related to historical resources and unique archeological resources, as well as the disturbance of human remains.

VI. ENERGY.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a,b. Discussions regarding the proposed project’s potential effects related to energy demand during construction and operations are provided below.

Construction Energy Use

Even during the most intense period of construction, due to the different types of construction activities (e.g., site preparation, grading, building construction), only portions of the project site would be disturbed at a time, with operation of construction equipment occurring at different locations on the project site, rather than a single location. In addition, all construction equipment and operation thereof would be regulated by the CARB In-Use Off-Road Diesel Vehicle Regulation, which imposes limits on idling, requires all vehicles to be reported to CARB, restricts the addition of older vehicles into fleets, and requires fleets to reduce emissions. In addition, as a means of reducing emissions, construction vehicles are required to become cleaner through the use of renewable energy resources. The In-Use Off-Road Diesel Vehicle Regulation and idling restriction regulations, with which the proposed project must comply, would be consistent with the intention of the 2022 Climate Change Scoping Plan Update (2022 Scoping Plan) prepared by CARB, and the recommended actions included in Appendix D of the 2022 Scoping Plan. Therefore, compliance with the In-Use Off-Road Diesel Vehicle Regulation would help improve fuel efficiency for equipment used in construction of the proposed project.

Based on the above, the temporary increase in energy use occurring during construction of the proposed project would not result in a significant increase in peak or base demands or require additional capacity from local or regional energy supplies. In addition, the proposed project would be required to comply with all applicable regulations related to energy conservation and fuel efficiency, which would help to reduce the temporary increase in demand.

Operational Energy Use

In response to the growing climate crisis, the City has determined that natural gas use in local buildings, which accounts for approximately one-third of the community’s carbon footprint, represents the City’s greatest opportunity to reduce future GHG emissions. Requiring all new buildings to be constructed without natural gas will dramatically reduce future emissions growth as electricity procured by Silicon Valley Clean Energy is 100 percent carbon free. The City Council adopted Ordinance No. 2306 on November 6, 2019, which prohibits natural gas infrastructure in new buildings.

Energy use associated with operation of the proposed project would be similar to the existing uses, requiring electricity for interior and exterior building lighting, heating, venting, and air conditioning (HVAC), electronic equipment, machinery, appliances, security systems, and more. The proposed project would be subject to all relevant

provisions of the most recent update of the California Building Standards Code (CBSC), including the Building Energy Efficiency Standards. Adherence to the most recent California Green Building Standards Code (CALGreen Code) and the Building Energy Efficiency Standards would ensure that the proposed structures would consume energy efficiently through the incorporation of such features as door and window interlocks, direct digital controls for HVAC systems, and high efficiency outdoor lighting.

With regard to transportation energy use, the proposed project would comply with all applicable regulations associated with vehicle efficiency and fuel economy. As discussed later in Section XVII, Transportation, of this IS/ND, the proposed project is not anticipated to increase trips beyond the existing number of trips associated with the site.

Conclusion

Based on the above, construction and operation of the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy resources or conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Thus, a ***less-than-significant*** impact would occur.

VII. GEOLOGY AND SOILS.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

ai-aii. Pursuant to Figure SSI-1 in the Safety, Services, and Infrastructure Element of the City's General Plan, known faults do not cross the project site. In addition, while the City of Morgan Hill lies within a seismically active region and several faults in the area are considered active, the project site is not within a currently established California Earthquake Hazard Zone for surface fault rupture hazards, including Alquist-Priolo Earthquake Fault Zones.⁷ Therefore, the potential for surface rupture due to faulting occurring beneath the site during project operation is considered low.

According to the City's General Plan EIR, major faults near the City include the Calaveras Fault adjacent to the eastern boundary of the General Plan planning area, the San Andreas Fault approximately five miles southwest of the planning area, and the Sargent Fault approximately three miles west of the planning area. Strong ground shaking could occur at the site during an earthquake along any of the aforementioned faults. However, the proposed project would be subject to applicable regulations within the CBSC and City Municipal Code Chapter 15.08, which regulate the design and construction of foundations, building frames, and other building elements. Proper engineering of the proposed buildings in accordance with the aforementioned standards would ensure that seismic-related effects do not cause adverse impacts.

⁷ California Department of Conservation. *Earthquake Zones of Required Investigation*. Available at: <https://maps.conservation.ca.gov/cgs/EQZApp/app/>. Accessed March 2025.

Based on the above, the proposed project would not directly or indirectly cause substantial adverse effects involving rupture of a known earthquake fault or strong seismic ground shaking, and a **less-than-significant** impact would occur.

a.iii, a.iv, The proposed project's potential effects related to liquefaction, subsidence, landslides, and lateral spreading, and are discussed in detail below.

Liquefaction and Subsidence/Settlement

Liquefaction is the temporary transformation of loose, saturated granular sediments from a solid state to a liquefied state as a result of seismic ground shaking, which commonly causes ground displacement or ground failure to occur. Because saturated soils are a necessary condition for liquefaction, soil layers in areas where the groundwater table is near the surface have higher liquefaction potential than those in which the water table is located at greater depths. Additionally, loose unsaturated sandy soils have the potential to settle during strong seismic shaking. Liquefaction can often result in subsidence, which refers to the gradual settling or sudden sinking of land surface, or settlement, which refers to the vertical movement of soil when a load is applied to the surface.

Cut and fill non-engineered slopes occur throughout the property, including the slopes to the north and south, which are predominantly artificial fill slopes constructed through multiple generations of uncontrolled grading. Artificial fill at the project site contains a mix of materials including loose rubble and may be significantly less dense than the underlying colluviums, residuum, and bedrock. Structural foundations relying on support from the combination of earth materials at the site may experience differential consolidation of the underlying earth materials, potentially leading to settlement beneath foundations, structural deformations, and instability.

However, the City of Morgan Hill would impose a condition of approval requiring the project design team to develop a foundation and grading leading to uniform bearing conditions that would reduce elevated risks from differential settlement beneath the multi-purpose building and auditorium to a less-than-significant level. The proposed project would also be subject to applicable regulations within the CBSC and Morgan Hill Municipal Code Chapter 15.08, which would reduce the potential for seismic-related ground failure, including liquefaction. In addition, the City's General Plan EIR concluded that, with compliance with applicable General Plan policies, a less-than-significant impact would occur. The proposed project would be required to comply with applicable policies set forth by the General Plan, as well as with regulations and standards established at the State and local levels, and would not change the existing uses associated with the project site. As such, development of the proposed project would not result in impacts beyond those that were identified in the General Plan EIR, and potential impacts related to liquefaction and subsidence/settlement would be less than significant.

Landslides and Lateral Spreading

Seismically induced landslides are triggered by earthquake ground shaking. The risk of landslide hazard is greatest in areas with steep, unstable slopes. Lateral spreading is horizontal/lateral ground movement of relatively flat-lying soil deposits towards a free face such as an excavation, channel, or open body of water; typically, lateral spreading is associated with liquefaction of one or more subsurface layers near the bottom of the exposed slope.

Three shallow (less than five feet thick) but distinct landslides have issued from the steep ascending slope to the west of the project site (see Figure 9). However, the potential landslide areas do not encroach upon the project site boundaries and, thus, would not pose a substantial risk to the proposed buildings.

Based on the above, potential impacts related to landslides and lateral spreading would be less than significant.

Conclusion

Based on the above, the proposed project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving liquefaction or landslides, and would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Thus, a ***less-than-significant*** impact would occur.

- b. Development of the project site would cause ground disturbance related to construction activity, including grading and excavation, utility installation, and paving. After grading and excavation and prior to overlaying the disturbed ground surfaces with impervious surfaces and structures, the potential exists for wind and water erosion to occur, which could adversely affect downstream storm drainage facilities.

New development within the City that disturbs one or more acres of land is required to comply with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit and prepare a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMPs) to control sedimentation, erosion, and hazardous materials contamination of runoff during construction. The project site is approximately 5.75 acres and, thus, would be subject to such requirements. In addition, pursuant to Morgan Hill Municipal Code Chapter 13.30, the project applicant would be required to submit a sediment and erosion control plan to the City. The sediment and erosion control plan would demonstrate the project's conformance with City standards related to preventing significant sediment and soil erosion during construction and include the standards and guidelines found in the California Stormwater Quality Association, Stormwater Best Management Practice Handbook. Additionally, pursuant to Morgan Hill Municipal Code Section 13.30.270, erosion control plans must provide details for BMPs, such as preservation of existing vegetation, hydraulic mulch, and hydroseeding. Incorporation of such BMPs would further ensure substantial adverse effects to downstream storm drainage facilities do not occur as a result of substantial soil erosion or the loss of topsoil. The sediment and erosion control plan would be subject to review and approval by the City Engineer prior to approval of project improvement plans and the issuance of building permits to ensure that the plan complies with City standards.

Based on the above, the proposed project would not result in substantial soil erosion or the loss of topsoil. Thus, a ***less-than-significant*** impact would occur.

Figure 9
Landslide Deposit Areas



- d. Expansive soils increase in volume when they absorb water and have the potential to crack or otherwise compromise the integrity of building foundations. Pursuant to the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey, the project site is underlain with Gilroy clay loam, 30 to 75 percent slopes, Major Land Resource Area (MLRA) 15, which has a rating of “Very limited” for dwellings without basements.⁸

However, the project site is currently developed and the proposed project would not change the existing uses of the site. In addition, Morgan Hill Municipal Code Section 15.08.090 includes requirements for minimum thickness of concrete floor slabs, as well as required reinforcement with wire mesh or an approved alternative. Finally, as previously discussed, the proposed project would be subject to applicable regulations set forth by the CBSC, which provide standards to protect property and public safety by regulating the design and construction of foundations, building frames, and other building elements. Given required compliance with the CBSC and the slab and foundation construction standards provided in the Municipal Code, the proposed project would not be subject to substantial risks related to expansive soils.

Based on the above, the proposed project would not create substantial direct or indirect risks to life or property related to being located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property. Thus, a **less-than-significant** impact would occur.

- e. The proposed development would connect to existing City-maintained sewer infrastructure and would not include the use of septic tanks. Accordingly, **no impact** would occur related to soils incapable of adequately supporting the use of septic tanks.
- f. Paleontological resources or fossils are the remains of prehistoric plant and animal life. As noted in the General Plan EIR, based on a review of the University of California’s Museum of Paleontology’s (UCMP) fossil locality database conducted for all of Santa Clara County, paleontological resources have not been explicitly identified as being found within Morgan Hill.⁹

As noted in the City’s General Plan, occurrences of fossil resources are closely tied to the geologic units. The soil types at the project site are not considered unique geologic features and are common within the geographic area of the City. As such, development of the proposed project would not destroy a unique geologic feature. Furthermore, the proposed project would be subject to the City’s standard conditions as discussed in Section V, Cultural Resources, of this IS/ND, which, as noted in the General Plan EIR, would ensure that impacts to paleontological resources are less than significant.

Therefore, the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature, and a **less-than-significant** impact would occur.

⁸ U.S. Department of Agriculture, Natural Resources Conservation Service. *Web Soil Survey*. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>. Accessed March 2025.

⁹ City of Morgan Hill. *2035 General Plan, City of Morgan Hill* [pg. 4.5-17]. Adopted July 2016.

VIII. GREENHOUSE GAS EMISSIONS.

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a,b. An individual project’s GHG emissions are at a micro-scale level relative to global emissions and effects to global climate change; however, an individual project could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts. Because the proposed project would not represent a change in the existing on-site uses, development of the proposed project is not anticipated to cumulatively contribute to increases of GHG emissions during operations.

The common unit of measurement for GHG is expressed in terms of annual metric tons of carbon dioxide (CO₂) equivalents (MTCO₂e/yr). Based on the modeling conducted for the proposed project, as discussed in Section III, Air Quality, of this IS/ND, the proposed project would result in maximum construction GHG emissions of 208 MTCO₂e/yr. However, construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change. Neither the City nor BAAQMD has an adopted threshold of significance for construction-related GHG emissions. Accordingly, construction GHG emissions are presented for disclosure and informational purposes only.

In addition, as discussed above, the proposed project would not include a change in operational hours or an increase in attendance or other on-campus activities. Thus, GHG emissions associated with project operation would not be significantly different from the existing conditions, and the proposed project would not result in any additional impacts related to such beyond current conditions.

BAAQMD’s adopted thresholds of significance for GHG emissions are qualitative, and the foregoing information is provided for disclosure purposes only. Potential impacts related to GHG emissions resulting from implementation of the proposed project are considered in comparison with BAAQMD’s adopted thresholds of significance below.

BAAQMD Thresholds of Significance

On April 20, 2022, the BAAQMD Board of Directors held a public meeting and adopted proposed CEQA Thresholds for Evaluating the Significance of Climate Change Impacts from Land Use Projects and Plans. According to the new thresholds of significance, a project must either include specific project design elements (e.g., exclude use of natural gas, achieve a specific reduction in project-generated vehicle miles traveled [VMT] below the regional average) or be consistent with a local GHG reduction strategy that meets the criteria under State CEQA Guidelines Section 15183.5(b).¹⁰

¹⁰ Bay Area Air Quality Management District. *CEQA Thresholds for Evaluating the Significance of Climate Impacts From Land Use Projects and Plans*. April 2022.

In December of 2021, the City of Morgan Hill adopted a Climate Action Plan (CAP); however, the City's CAP does not qualify as a local GHG reduction strategy under CEQA Guidelines Section 15183.5(b). Therefore, the City has determined that the BAAQMD thresholds of significance are appropriate for the proposed project, and the following analysis focuses on the new BAAQMD GHG thresholds related to specific project design elements.

According to the BAAQMD's thresholds of significance, in order to find a less-than-significant GHG impact, projects must include, at a minimum, the following project design elements:

- The project will not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development);
- The project will not result in any wasteful, inefficient, or unnecessary energy usage as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines;
- The project will achieve a reduction in project-generated VMT below the regional average consistent with the current version of the California Climate Change Scoping Plan (currently 15 percent) or meet a locally adopted SB 743 VMT target, reflecting the recommendations provided in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA; and
- The project will achieve compliance with off-street EV requirements in the most recently adopted version of CALGreen Tier 2.

In order to be consistent with the first criterion, the proposed project is required to include all electric appliances and plumbing. As discussed previously, natural gas is prohibited in all new construction within the City, effective March 1, 2020, pursuant to City Ordinance No. 2306. Therefore, the proposed project would comply with the first criterion.

Regarding the second criterion, as discussed in Section VI, Energy, of this IS/ND, the proposed project would comply with all applicable federal, State, and local regulations regarding energy use during both project construction and project operations. Required compliance with applicable standards and regulations would ensure that the building energy use associated with the proposed project would not be wasteful, inefficient, or unnecessary, and, as a result, the project would comply with the second criterion.

With respect to the third criterion, as discussed in Section XVII, Transportation, of this IS/ND, the proposed project is not anticipated to result in a net increase in daily vehicle trips relative to existing conditions. Therefore, based on the recommendations provided in the Governor's Office of Land Use and Climate Innovation (LCI) Technical Advisory on Evaluating Transportation Impacts in CEQA, VMT associated with the proposed project would be less than significant, and the project would comply with the third criterion.

With respect to the fourth criterion, the proposed project would be subject to the non-residential requirements set forth in the CALGreen standards. The proposed project would repave the existing parking lot to add 38 parking spaces. Based on the non-residential Tier 2 CALGreen standards, the proposed project would be required to provide on-site EV capable spaces, which have the electric infrastructure necessary to support future installation of EV charging units. Consistency with the CALGreen standards would be

required as a condition of approval by the City. Therefore, the proposed project would comply with the fourth criterion.

Conclusion

Based on the above, the project would comply with BAAQMD criteria and would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, nor conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Therefore, a ***less-than-significant*** impact would occur.

IX. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
g. Expose people or structures, either directly or indirectly, to the risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

- a. A significant hazard to the public or the environment could result from the routine transport, use, or disposal of hazardous materials. Operations of the proposed project could involve the use of common household cleaning products, fertilizers, and herbicides on-site, any of which could contain potentially hazardous chemicals. However, such products would be expected to be used in accordance with label instructions. Due to the regulations governing use of such products and the amount that could reasonably be used on the site, routine use of such products would not represent a substantial risk to public health or the environment. Therefore, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, and a **less-than-significant** impact would occur.

- b,d. The project site is not located on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5, including the Department of Toxic Substances Control's (DTSC's) Hazardous Waste and Substances Site List, which is a component of the Cortese List,¹¹ the State Water Resources Control Board's (SWRCB) GeoTracker data management system and hazardous materials sites, such as leaking underground storage tank (LUST) sites,¹² and DTSC cleanup sites.¹³ In addition, the project site is not located

¹¹ California Department of Toxic Substances Control. *Hazardous Waste and Substances Site List*. Available at: <https://dtsc.ca.gov/dtscs-cortese-list>. Accessed March 2025.

¹² California Environmental Protection Agency. *GeoTracker*. Available at: <https://geotracker.waterboards.ca.gov/search>. Accessed December 2024.

¹³ Department of Toxic Substances Control. *EnviroStor*. Available at: <https://www.envirostor.dtsc.ca.gov/public/search.asp>. Accessed December 2024.

on or near any hazardous waste sites identified on the list of active Cease and Desist Orders (CDO) and Cleanup and Abatement Orders (CAO) from the SWRCB.¹⁴ Therefore, the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment, and a **less-than-significant** impact would occur.

- c. The nearest school to the project site is Mariposas Preschool, located at 16900 Dewitt Avenue, approximately 0.33-mile northeast of the site. As such, the proposed project would not emit hazardous emissions or handle hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school, and **no impact** would occur.
- e. The nearest airport to the project site is the San Martin Airport, which is located approximately 4.08 miles to the southeast of the project site. In addition, the project site is not located within the vicinity of a private airstrip. Therefore, the project site is not located within two miles of a public airport or public use airport and, thus, would not result in an airport-related safety hazard for people residing or working in the project area. Overall, **no impact** would occur.
- f. The proposed project would not result in any substantial modifications to the City's existing roadway system. Access to the project site would be provided by the existing driveway extending east from the project site to DeWitt Avenue. Furthermore, the proposed project is consistent with the site's existing uses; thus, development of the site and associated effects on emergency evacuation routes has been anticipated by the General Plan and analyzed in the General Plan EIR and the City's Emergency Operations Plan.¹⁵

Based on the above, the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, and a **less-than-significant** impact would occur.

- g. Issues related to wildfire hazards are discussed in Section XX, Wildfire, of this IS/ND. As noted therein, the project site is located within a High Fire Hazard Severity Zone (FHSZ).¹⁶ However, the proposed project would not represent a change in the existing on-site uses. Therefore, the proposed project would not result in an increased exposure of people or structures to the risk of loss, injury or death involving wildland fires, and a **less-than-significant** impact would occur.

¹⁴ State Water Resources Control Board. *Active CDO and CAO*. Available at: <https://calepa.ca.gov/sitecleanup/corteselist/>. Accessed December 2024.

¹⁵ City of Morgan Hill. *Emergency Operations Plan*. January 11, 2018.

¹⁶ California Department of Forestry and Fire Protection. *Fire Hazard Severity Zones*. Available at: <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Accessed March 2025.

X. HYDROLOGY AND WATER QUALITY.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
iv. Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

- a. The proposed project’s potential to result in water quality impacts during construction and operations is discussed in further detail separately below.

Construction

Project construction activities such as grading and trenching for site improvements would result in the disturbance of on-site soils. The exposed soils have the potential to affect water quality. In addition, spills or leaks from heavy equipment and machinery, staging areas, or building sites also have the potential to enter runoff. Typical pollutants include, but are not limited to, petroleum and heavy metals from equipment and products such as paints, solvents, and cleaning agents, which could contain hazardous constituents. Sediment from erosion of graded or excavated surface materials, leaks or spills from equipment, or inadvertent releases of building products could result in water quality degradation if runoff containing the sediment or contaminants should enter receiving waters in sufficient quantities. Impacts from construction-related activities would generally be short-term and of limited duration.

Water quality degradation is regulated by the federal NPDES Program, established by the Clean Water Act, which controls and reduces pollutants to water bodies from point and non-point discharges. In California, the NPDES permitting program is administered by the SWRCB through nine RWQCBs. As discussed in Section VII, Geology and Soils, of this IS/ND, the proposed project would be required to comply with the NPDES Construction

General Permit and prepare a SWPPP incorporating BMPs to control sedimentation, erosion, and hazardous materials contamination of runoff during construction.

The proposed project would also be subject to all regional and local water quality regulations. In order to meet water quality objectives for the region, the City of Morgan Hill implements the Revised Regional Storm Water Management Plan (SWMP) through an extensive program. The SWMP incorporates the efforts of the City of Morgan Hill, the City of Gilroy, and the unincorporated portion of Santa Clara County, within the watershed of the Pajaro River and Monterey Bay, to meet the Phase II Storm Water Permit requirements for small municipal separate storm sewer systems (MS4s). The City requires construction site storm water runoff control and pollution prevention as part of the SWMP, including BMPs for the control of storm water runoff quality during construction.

Based on the above, implementation of the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction.

Operation

After project construction, impervious surfaces on the project site could contribute incrementally to the degradation of downstream water quality during storm events. During the dry season, vehicles and other urban activities may release contaminants onto the impervious surfaces, where they would accumulate until the first storm event. During the initial storm event, or first flush, the concentrated pollutants would be transported via stormwater runoff from the site to the stormwater drainage system and eventually a downstream waterway. Typical urban pollutants that would likely be associated with the proposed project include sediment, pesticides, oil and grease, nutrients, metals, bacteria, and trash. In addition, stormwater runoff could cause soil erosion if not properly addressed, which would provide a more lucrative means of transport for pollutants to enter the waterways.

The proposed project would not change the site's existing uses. Therefore, water quality in the project vicinity due to runoff from the redeveloped project site would not substantially change relative to existing conditions, given the similarities between the existing and proposed uses. In addition, the proposed project would be managed in accordance with Resolution R3-2013-0032 issued by Central Coast RWQCB, which formally adopts post-construction stormwater management requirements for development projects in the Central Coast Region. On-site stormwater management facilities would include new bioretention areas in the southeast and southwest corners of the project site and a new catch basin within the reconfigured parking lot. Collected runoff would be routed from the detention basins through a new 48-inch detention pipe to a new dissipator located immediately south of the project site.

The proposed project would be required to comply with the design standards set forth in Section 18.140.040 of the City's Municipal Code. Selection and implementation of BMPs would be required to be to the satisfaction of the City and in accordance with the requirements contained in the most recent versions of the following documents:

1. City of Morgan Hill Stormwater Post Construction Best Management Practices Development Standards for new development and redevelopment;
2. California Storm Water Quality Association Best Management Practice Handbooks;

3. City of Gilroy, City of Morgan Hill and County of Santa Clara Regional Stormwater Management Plan (SWMP), as approved by the Central Coast Regional Water Quality Control Board; and
4. City of Morgan Hill Hydro-modification Management Plan, as approved by the Central Coast Regional Water Quality Control Board.

The final design of the proposed drainage system would be reviewed and approved by the City of Morgan Hill Engineering Land Development Division, which would ensure that the proposed drainage system complies with the City's Post Construction Stormwater Pollution Prevention Ordinance with respect to incorporating sufficient permanent stormwater treatment control BMPs. Therefore, water quality standards or waste discharge requirements would not be violated, and water quality would not be degraded as a result of the proposed project operations.

Conclusion

Based on the above discussions, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction or operations. Therefore, a **less-than-significant** impact would occur.

- b,e. Water supply is discussed in Section XIX, Utilities and Service Systems, of this IS/ND. Groundwater within the Llagas Subbasin is managed by the SCVWD. The 2021 Groundwater Management Plan (GWMP) describes the SCVWD's comprehensive groundwater management framework. Major recharge facilities within the Llagas Subbasin include the Uvas and Chesbro Reservoirs, Llagas and Uvas Creeks, the Madrone Channel, the San Pedro and Main Avenue groundwater recharge ponds, and the Uvas-Llagas pipeline.

The project site is currently developed and, thus, does not act as a groundwater recharge area. Pursuant to the Preliminary Hydrology Report prepared for the proposed project by BKF Engineers (see Appendix C),¹⁷ the proposed project would not create more impervious surfaces than are currently found on-site. The proposed bioretention areas would also allow groundwater recharge. Therefore, given the similarities between the existing and proposed uses, the project site's recharge capability would not change substantially relative to existing conditions. Overall, the proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project would impede sustainable groundwater management of the basin, nor conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, a **less-than-significant** impact would occur.

- ci-iii. The project site is currently developed with a single-story worship center, three temporary classroom buildings, a temporary restroom building, and a paved parking lot. The proposed project would not change the site's existing uses and, thus, the redeveloped site's drainage pattern would not change substantially relative to existing conditions. As previously discussed, the proposed project would install three runoff capture areas, one within each DMA (see Figure 7). DMAs 1 and 3 would each include new bioretention areas, which would be located in the southeast and southwest corners of the project site. DMA 2 would include a new catch basin located within the reconfigured parking lot.

¹⁷ BKF Engineers. *Preliminary Hydrology Report*. March 2024.

Collected runoff would be routed from the detention basins through a new 48-inch detention pipe to a new dissipator located immediately south of the project site. The on-site storm drainage infrastructure would treat and retain 95 percent of the runoff from the project site and would also maintain peak runoff flows such that they do not exceed pre-project flows in accordance with the stormwater management requirements adopted by Resolution R3-2013-0032 issued by Central Coast RWQCB.

As discussed above, according to the Preliminary Hydrology Report, the proposed project would not create more impervious surfaces than are currently found on-site. In addition, as shown in Section 1.4 of the Preliminary Hydrology Report, development of the proposed stormwater management system would reduce peak flows from existing conditions. Stormwater would be directed into a series of storm drain pipelines which would lead to the proposed underground bioretention catch basins located in the southeastern and southwestern portions of the project site. Following treatment, stormwater flows would be discharged south of the project site through the proposed wide rock dissipator, which would slow flows and protect the hillside from erosion.

Based on the above, the proposed project would not significantly increase stormwater flows such that the capacity of the City's existing stormwater drainage system would be exceeded. The final drainage system design for the project would be subject to review and approval by the City of Morgan Hill Engineering Land Development Division, who would confirm that the proposed drainage system for the project is consistent with the City's Storm Drainage Master Plan and standard stormwater-related conditions of approval. Therefore, the proposed project would not substantially alter the existing drainage pattern of the site or area in a manner which would result in substantial erosion, siltation, or flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, or provide substantial additional sources of polluted runoff. Thus, a **less-than-significant** impact would occur.

- civ. According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) number 06085C0606H, the project site is located entirely within Zone X, defined as an area that is located outside of the 100-year floodplain.¹⁸ As such, the project site is not located within a FEMA-designated Special Flood Hazard Area (SFHA). Therefore, the proposed project would not impede or redirect flood flows or expose people or structures to a significant loss, injury, or death involving flooding, and a **less-than-significant** impact would occur.

- d. The project site is not located near a water body that is susceptible to seiche hazard and the distance to the nearest coastline does not subject the site to tsunami hazards. As indicated on dam failure inundation hazard maps, the project site is located outside of any dam failure inundation hazard zones.¹⁹ Therefore, the proposed project would not be exposed to substantial risks related to flooding as a result of the failure of a dam, tsunamis, or seiches and a **less-than-significant** impact would occur.

¹⁸ Federal Emergency Management Agency. *National Flood Hazard Layer FIRMette*. Available at: <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd>. Accessed March 2025.

¹⁹ Association of Bay Area Governments. *Dam Inundation Map Viewer*. Available at: https://fmds.water.ca.gov/webgis/?appid=dam_prototype_v2. Accessed June 2024.

XI. LAND USE AND PLANNING.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

- a. A project risks dividing an established community if the project would introduce infrastructure or alter land use so as to change the land use conditions in the surrounding community or isolate an existing land use. The proposed project would not change the existing uses. Therefore, the project would not physically divide an established community, and a ***less-than-significant*** impact would occur.

- b. Although the proposed project is requesting a Rezone, implementation of the proposed project would not represent a change in on-site uses. In addition, the proposed project would be generally consistent with applicable Morgan Hill Municipal Code standards and General Plan policies, as well as other applicable policies and regulations adopted for the purpose of avoiding or mitigating environmental effects. Therefore, the proposed project would be consistent with the General Plan and would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and a ***less-than-significant*** impact would occur.

XII. MINERAL RESOURCES.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘

Discussion

a,b. The City’s General Plan does not identify any regionally or locally important mineral resources within the City of Morgan Hill. The Santa Clara County General Plan does identify mineral resources of importance; however, the project site is not in proximity to the quarries currently in operation. Consequently, the proposed project would not result in the loss of a known mineral resource that would be of value to the region nor would the project result in the loss of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Therefore, **no impact** to mineral resources would occur as a result of the proposed project.

XIII. NOISE.

Would the project result in:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘

Discussion

a. The following terms are referenced in the sections below:

- Decibel (dB): A unit of sound energy intensity. An A-weighted decibel (dBA) is a decibel corrected for the variation in frequency response to the typical human ear at commonly encountered noise levels. All references to dB in this analysis are A-weighted unless noted otherwise.
- Community Noise Equivalent Level (CNEL): The cumulative noise exposure over a 24-hour period. Weighting factors of +5 and +10 dBA are applied to the evening and nighttime periods, respectively, to account for the greater sensitivity of people to noise during those periods.
- Average, or equivalent, sound level (L_{eq}): The L_{eq} corresponds to a steady-state A-weighted sound level containing the same total energy as a time varying signal over a given time period (usually one hour).
- Day-Night Average Level (L_{dn}): The average sound level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10:00 PM to 7:00 AM) hours.
- Maximum Sound Level (L_{max}): The maximum sound level over a given time-period.
- Median Sound Level (L₅₀): The sound level exceeded 50 percent of the time over a given time-period.

Noise-sensitive land uses are generally defined as locations where people reside or where the presence of unwanted sound could adversely affect the primary intended use of the land. Places where people live, sleep, recreate, worship, and study are considered to be sensitive to noise because intrusive noise can be disruptive to such activities. Within the project vicinity, the nearest sensitive receptors are the single-family residences fronting DeWitt Avenue, with the closest located approximately 560 feet east of the project site. The existing noise environment in the project area is predominantly defined by on-site vehicle noise and traffic on the local roadway network, primarily DeWitt Avenue and the existing driveway.

Project Construction Noise

During project construction, heavy-duty equipment would be used for demolition, grading, excavation, paving, and building construction, which would result in temporary noise level

increases while in operation. Noise levels would vary depending on the type of equipment used, how the equipment is operated, and how well the equipment is maintained. In addition, noise exposure at any single point outside the project site would vary depending on the proximity of construction activities to that point. Standard construction equipment, such as graders, backhoes, loaders, and haul trucks would be used on-site. Therefore, the project would result in short-term noise level increases in the project vicinity.

Table 3 shows maximum noise levels associated with typical construction equipment. Based on the table, activities involved in typical construction would generate maximum noise levels up to 85 dB at a distance of 50 feet. As one increases the distance between equipment, or increases separation of areas with simultaneous construction activity, dispersion and distance attenuation reduce the effects of combining separate noise sources. The noise levels from a source decrease due to spherical spreading loss at a rate of approximately six dB per every doubling of distance from the noise source.

Table 3 Construction Equipment Noise	
Type of Equipment	Maximum Level, dB at 50 feet
Backhoe	78
Compactor	83
Compressor (air)	78
Dozer	82
Dump Truck	76
Excavator	81
Generator	81
Pneumatic Tools	85

Source: Federal Highway Administration, Roadway Construction Noise Model User's Guide, January 2006.

The nearest noise-sensitive receptors, the single-family residences east of the site fronting DeWitt Avenue, are located over 500 feet away from the project site boundaries. Thus, noise levels generated during project construction would be substantially less due to spherical spreading loss than those shown in Table 3 at the receptor. Although the Morgan Hill Municipal Code does not specify any short-term construction noise level limits, Chapter 8.28 of the Municipal Code prohibits construction activities between 8:00 PM and 7:00 AM, Monday through Friday, and between 6:00 PM and 9:00 AM on Saturdays. Construction activities may not occur on Sundays or federal holidays. Construction activities related to the proposed project would include the use of sound-dampening equipment such as mufflers, air-inlet silencers, shrouds, shields, or other noise-reducing features where appropriate.

Enforcement of time restrictions specified in the Morgan Hill Noise Ordinance would ensure that the temporary or periodic increase in ambient noise levels in the project vicinity during project construction are reduced to the maximum extent feasible, and a less-than-significant impact would occur.

Project Operational Noise

Pursuant to General Plan Policy SSI-8.5, noise level increases resulting from traffic associated with new projects are considered significant if: a) the noise level increase is five dBA L_{dn} or greater, with a future noise level of less than 60 dB L_{dn} , or b) the noise level increase is three dB L_{dn} or greater, with a future noise level of 60 dB L_{dn} or greater. As

previously discussed, the proposed project would result in similar uses to the existing on-site uses. Therefore, given the similarities between the existing and proposed uses, ambient noise levels at the redeveloped project site would not change substantially relative to existing conditions. Furthermore, as discussed in Section XVII, Transportation, of this IS/ND, the proposed project would not result in a net increase in daily vehicle trips relative to existing conditions. Therefore, traffic-related noise levels generated as part of project operation would not result in a substantial permanent increase in ambient noise levels in the project vicinity in excess of standards established in the Morgan Hill General Plan.

Overall, the project is consistent with the site's existing uses and would not include changes to operation or population; therefore, noise level increases associated with project operation are not anticipated to occur.

Conclusion

Based on the above, project construction and operation would not result in a substantial temporary or permanent increase in ambient noise levels in the project vicinity in excess of standards established in the Morgan Hill General Plan. Thus, a ***less-than-significant*** impact would occur.

- b. Similar to noise, vibration involves a source, a transmission path, and a receiver. However, noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to the vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating.

Vibration is measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of peak particle velocities (PPV) in inches per second (in/sec). Table 4, which was developed by Caltrans, shows the vibration levels that would normally be required to result in damage to structures. As shown in the table, the threshold for architectural damage to structures is 0.20 in/sec PPV, and continuous vibrations of 0.10 in/sec PPV, or greater, would likely cause annoyance to sensitive receptors.

The proposed project would only cause elevated vibration levels during construction, as the proposed project would not involve any uses or operations that would generate substantial groundborne vibration. Although noise and vibration associated with the construction phase of the project would add to the noise environment in the immediate project vicinity, construction activities would be temporary in nature and are anticipated to occur during normal daytime working hours.

The primary vibration-generating activities associated with the proposed project would occur during grading, paving, placement of utilities, and construction of foundations. Table 5 shows the typical vibration levels produced by construction equipment at various distances. The most substantial source of groundborne vibrations associated with project construction would be the use of vibratory compactors. Use of vibratory compactors/rollers could potentially be required during development of the site's new paved surfaces. The nearest structures to the project site are the single-family residential uses located approximately 560 feet to the east. Based on the vibration levels presented in Table 5, vibration levels generated from on-site project construction activities at the nearest

structures would be well below the 0.20 in/sec PPV threshold for damage to structures. Furthermore, construction activities would not result in vibration levels in excess of the 0.10 in/sec PPV threshold for annoyance to the nearest sensitive receptors.

Table 4			
Effects of Vibration on People and Buildings			
PPV		Human Reaction	Effect on Buildings
mm/sec	in/sec		
0.15 to 0.30	0.006 to 0.019	Threshold of perception; possibility of intrusion	Vibrations unlikely to cause damage of any type
2.0	0.08	Vibrations readily perceptible	Recommended upper level of the vibration to which ruins and ancient monuments should be subjected
2.5	0.10	Level at which continuous vibrations begin to annoy people	Virtually no risk of "architectural" damage to normal buildings
5.0	0.20	Vibrations annoying to people in buildings (this agrees with the levels established for people standing on bridges and subjected to relative short periods of vibrations)	Threshold at which there is a risk of "architectural" damage to normal dwelling - houses with plastered walls and ceilings. Special types of finish such as lining of walls, flexible ceiling treatment, etc., would minimize "architectural" damage
10 to 15	0.4 to 0.6	Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges	Vibrations at a greater level than normally expected from traffic, but would cause "architectural" damage and possibly minor structural damage
Source: Caltrans. Transportation Related Earthborne Vibrations. TAV-02-01-R9601. February 20, 2002.			

Table 5		
Vibration Levels for Various Construction Equipment		
Type of Equipment	PPV at 25 feet (in/sec)	PPV at 50 feet (in/sec)
Large Bulldozer	0.089	0.029
Loaded Trucks	0.076	0.025
Small Bulldozer	0.003	0.000
Auger/drill Rigs	0.089	0.029
Jackhammer	0.035	0.011
Vibratory Hammer	0.070	0.023
Vibratory Compactor/roller	0.210	0.070
Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Guidelines, May 2006.		

Based on the above, project operation and construction would not generate excessive groundborne vibration or groundborne noise levels at the nearest existing sensitive receptors. Therefore, the project would result in a **less-than-significant** impact.

- c. The nearest airport to the project site is the San Martin Airport, which is located approximately 4.8 miles southeast of the project site. The project site is located well outside of the Airport Influence Area (AIA) identified in the South County Airport

Comprehensive Land Use Plan.²⁰ In addition, the project site is not located within the vicinity of a private airstrip. Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels associated with air traffic, and ***no impact*** would occur.

²⁰ Santa Clara County. *Comprehensive Land Use Plan, Santa Clara County, South County Airport*. Amended November 16, 2016.

XIV. POPULATION AND HOUSING.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	✘

Discussion

a. Given the nature of the proposed project, the project would not directly or indirectly induce substantial unplanned population growth in the project area, as the proposed worship center and church uses do not constitute major infrastructure. In addition, as previously discussed, the proposed project would not represent a change in the site’s existing uses. Therefore, the proposed project would not directly or indirectly induce population growth in the City, as worship center and church uses do not generate new residents, nor do they indirectly facilitate to a substantial degree the construction of new residences that could result in population growth.

Based on the above, the proposed project would not induce substantial unplanned population growth in the project area, either directly or indirectly, and **no impact** would occur.

b. The project site does not contain existing residences. Therefore, the proposed project would not displace substantial numbers of existing people or housing, and **no impact** would occur.

XV. PUBLIC SERVICES.

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	✗	<input type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	✗	<input type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	✗	<input type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	✗	<input type="checkbox"/>
e. Other Public Facilities?	<input type="checkbox"/>	<input type="checkbox"/>	✗	<input type="checkbox"/>

Discussion

a-e. The level at which fire protection, law enforcement, educational, recreational, and other public services are provided in the City of Morgan Hill would not change substantially as a result of the proposed project, relative to existing conditions. Furthermore, the proposed project would not directly or indirectly induce population growth in the City, as worship center and church uses do not generate new residents, nor do they indirectly facilitate to a substantial degree the construction of new residences that could result in population growth. As such, new governmental facilities related to public services would not be required.

Based on the above, the proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts. Thus, a **less-than-significant** impact would occur.

XVI. RECREATION.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a,b. The City’s Community Services Department oversees the provision and maintenance of parks and recreation amenities and services within the City limits. As discussed above, the proposed project would not directly or indirectly induce population growth in the City. Therefore, use of the City’s parks and recreation amenities would not substantially increase as a result of the proposed project. Furthermore, the proposed project would be similar to the site’s existing use. As such, the level at which park facilities are used in the City of Morgan Hill would not change substantially as a result of the proposed project.

Based on the above, a ***less-than-significant*** impact would occur with regard to recreational resources.

XVII. TRANSPORTATION.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a. The law has changed with respect to how transportation-related impacts may be addressed under CEQA. Traditionally, lead agencies used level of service (LOS) to assess the significance of such impacts, with greater levels of congestion considered to be more significant than lesser levels. Enacted as part of SB 743 (2013), PRC Section 21099, subdivision (b)(1), directed LCI to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing “criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses.”

Pursuant to SB 743, the Natural Resources Agency promulgated CEQA Guidelines Section 15064.3 in late 2018. It became effective in early 2019. Subdivision (a) of that section provides that “[g]enerally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, ‘vehicle miles traveled’ refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project’s effect on automobile delay shall not constitute a significant environmental impact.”

Please refer to question ‘b’ for a discussion of VMT.

Pedestrian, Bicycle, and Transit Facilities

Pedestrian facilities are provided along the existing driveway connecting DeWitt Avenue and the project site, as well as within the existing development. The proposed project would include connections to the existing sidewalks, maintaining pedestrian access to the project site and nearby land uses. Thus, the proposed project would not conflict with any existing or planned pedestrian facilities and would not substantially change pedestrian access relative to existing conditions. Thus, the proposed project would result in a less-than-significant impact related to pedestrian facilities.

In the project vicinity, bike lanes are located along the shoulder of DeWitt Avenue. Due to the relatively small size of the proposed project, the project is not expected to generate a significant amount of bicycle trips. Therefore, the demand generated by the proposed project could be accommodated by the existing bicycle facilities in the vicinity of the project site. Thus, the proposed project would not conflict with a program, plan, ordinance, or policy related to the City’s bicycle facilities.

Bus service in the City of Morgan Hill is provided by the Santa Clara VTA, which operates local bus service with regional connections to destinations north and south of the City. The nearest bus stop to the project site is located approximately 0.61-mile northeast at the intersection of Alkire Avenue/Peak Avenue. In addition, as discussed previously, the proposed project would result in a new worship center, temporary classroom buildings and a restroom building, and a paved parking lot, similar to the site's existing use. Therefore, transit operations in the project vicinity would not change substantially relative to existing conditions, given the similarities between the existing and proposed uses. Because the proposed project could only slightly increase transit riders, the demands of the proposed project could be accommodated by the existing transit facilities. Thus, the proposed project would result in a less-than-significant impact to existing transit facilities.

Conclusion

Based on the above information, the proposed project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities, and a **less-than-significant** impact would occur.

- b. Section 15064.3 of the CEQA Guidelines provides specific considerations for evaluating a project's transportation impacts. Pursuant to Section 15064.3, analysis of VMT attributable to a project is the most appropriate measure of transportation impacts, with other relevant considerations consisting of the effects of the project on transit and non-motorized travel. VMT is the total miles of travel by personal motorized vehicles a project is expected to generate in a day. VMT measures the full distance of personal motorized vehicle-trips, with one end within the project site.

According to the Technical Advisory on Evaluating Transportation Impacts in CEQA guidance, as published by LCI, certain projects are presumed to have a less-than-significant effect on VMT due to project size, project location, or project type.²¹ Because the proposed project would be consistent with the site's existing land uses and is not anticipated to increase the existing level of trips, the proposed project would not result in VMT greater than the City's baseline VMT.

Based on the above, the proposed project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3(b), and a **less-than-significant** impact would occur.

- c,d. The proposed project does not include changes to existing roadways or the introduction of an incompatible use or any design features that would be considered hazardous. Access to the project site would be provided by the existing driveway extending from the project site's eastern boundary to DeWitt Avenue. The project site's entrance would conform with applicable design standards and requirements contained in the Morgan Hill Municipal Code and the City's Design Standards and Standard Details for Construction, which would ensure that traffic entering and exiting the site would not pose hazards to traffic in the area. Furthermore, the proposed project's conformance with standards set forth in the City's Design Standards and Standard Details for Construction would be subject to approval by the City Engineer, prior to approval of the project's final improvement plans.

²¹ Governor's Office of Planning and Research. *Technical Advisory on Evaluation Transportation Impacts in CEQA*. December 2018.

Based on the above information, the proposed project would not substantially increase hazards due to design features or incompatible uses, and emergency access to the site would be adequate. In addition, because the project site is set back from the surrounding roadways, construction activities would not disrupt the transportation network near the project site. As such, the proposed project would not substantially increase hazards due to a geometric design feature or incompatible uses, nor result in inadequate emergency access. Therefore, a ***less-than-significant*** impact would occur.

XVIII. TRIBAL CULTURAL RESOURCES.

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a,b. As discussed in Section V, Cultural Resources, of this IS/ND, the proposed project would be required to implement the City’s standard Conditions of Approval related to the protection of historical and archaeological resources consistent with Morgan Hill Municipal Code Section 18.60.090. As part of compliance with the Conditions of Approval, a tribal monitor would be present on-site to monitor all ground-disturbing activities during project construction. In the event that archaeological resources are discovered during the course of construction activities, including tribal cultural resources and suspected Native American remains, the project would be required to comply with further measures to ensure that potential impacts are avoided.

Based on the above, the proposed project is not expected to adversely impact tribal cultural resources. In addition, the project applicant would be required to comply with the City’s standard conditions of approval related to cultural resource discovery, as discussed in Section V, Cultural Resources, of this IS/ND. Therefore, a **less-than-significant** impact to tribal cultural resources would occur.

XIX. UTILITIES AND SERVICE SYSTEMS.

Would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a-c. The City prohibits the use of natural gas for new construction, and electricity and telecommunications services would be provided by way of existing infrastructure in the project vicinity. Similarly, the proposed buildings would connect to existing water, sewer, and stormwater drainage infrastructure on-site. As discussed throughout this IS/ND, the similarities between the existing and proposed uses would ensure that water consumption and wastewater generation associated with the redeveloped project site would not substantially change relative to existing conditions. Because water consumption rates would not change, adequate water supplies exist to serve the proposed project. Issues related to stormwater infrastructure are discussed in Section X, Hydrology and Water Quality, of this IS/ND. As noted therein, the proposed project would not significantly increase stormwater flows into the City's existing system.

Furthermore, the proposed project would be subject to the City's Development Impact Mitigation Fee, in accordance with Morgan Hill Municipal Code Section 3.56.030. The revenues generated through payment of the fee are used by the City to pay for needed upgrades and/or expansions to City facilities, including water and sewer facilities. Therefore, payment of the City's Development Impact Mitigation Fee would further serve to reduce the proposed project's potential impacts on the domestic water and wastewater conveyance and treatment systems.

Based on the above, the proposed project would not require or result in the relocation or construction of new or expanded utility facilities, the construction or relocation of which could cause significant environmental effects. Additionally, the City would have sufficient water supplies to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years, and adequate capacity to serve the project's

wastewater services demand in addition to the City's existing commitments. Therefore, the project would result in a **less-than-significant** impact.

- d,e. Recology South Valley provides solid waste and recycling services to the businesses and residents of the cities of Morgan Hill and has contracted with the Monterey Regional Waste Management District to provide solid waste disposal services. Pursuant to the Landfill's current Solid Waste Facility Permit, the Landfill has a maximum permitted tonnage limit of 3,500 tons per day, a design capacity of 49,700,000 cubic yards, and a remaining capacity of 48,560,000 cubic yards (97 percent).²²

Based on the similarities between the existing and proposed uses, waste generation associated with the redeveloped project site would not substantially change relative to existing site conditions. Therefore, the proposed project would not produce enough solid waste for the landfill to exceed capacity, and sufficient permitted capacity exists at the Monterey Peninsula Landfill to accommodate the proposed project's incremental increase in solid waste disposal needs. In addition, during project construction, the proposed project would be required to submit a Waste Management Plan to the City detailing on-site sorting of construction debris, as required by CBSC Section 4.408. Implementation of the Waste Management Plan would ensure that the proposed project meets established diversion requirements for reused or recycled construction waste.

Based on the above, the proposed project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. The project would comply with federal, State, and local management and reduction statutes and regulations related to solid waste. Therefore, the project would result in a **less-than-significant** impact.

²² California Department of Resources Recycling and Recovery (CalRecycle). *Facility/Site Summary Details: Monterey Peninsula Landfill (27-AA-0010)*. Available at: <https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2642?siteID=1976>. Accessed March 2025.

XX. WILDFIRE.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

a-d. As discussed in Section IX, Hazards and Hazardous Materials, of this IS/ND, the project site is located in a High FHSZ.²³ The project would be required to comply with all applicable requirements of the California Fire Code, as adopted by Morgan Hill Municipal Code Chapter 15.44. In addition, the proposed project would be required to comply with all applicable provisions of the California Health and Safety Code and Title 23 of the CCR.

The proposed project would not conflict with the City’s Emergency Operations Plan.²⁴ As previously discussed, implementation of the proposed project would not result in any substantial modifications to the City’s existing roadway system. The project site is currently graded, and the project area does not include any existing features that would substantially increase fire risk for future visitors. Given that the project site is located within a developed urban area and is situated adjacent to existing roads, water lines, and other utilities, the project would not result in substantial fire risks related to installation or maintenance of such infrastructure. Lastly, as discussed in Section VII, Geology and Soils, and Section X, Hydrology and Water Quality, of this IS/ND, development of the proposed project would not expose people or structures to significant risks related to flooding or landslides.

Based on the above, the proposed project would not expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands, and a **less-than-significant** impact would occur.

²³ City of Morgan Hill. *City of Morgan Hill Wildland Urban Interface Map*. March 2009.
²⁴ City of Morgan Hill. *Emergency Operations Plan*. January 11, 2018.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.

	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	✘	<input type="checkbox"/>

Discussion

- a. As discussed in Section IV, Biological Resources, of this IS/ND, the project site has been previously disturbed and does not contain any protected species or known historic or archaeological resources. Thus, implementation of the proposed project is not anticipated to have the potential to result in impacts related to biological or cultural resources. Nonetheless, in the event that such resources are unearthed, the City's standard Conditions of Approval would be implemented. The proposed project would also be subject to applicable General Plan policies and Municipal Code standards, as discussed throughout this IS/ND. With compliance with General Plan policies, Municipal Code standards, and application of standard BMPs during construction, development of the proposed project would not result in any of the following: 1) degrade the quality of the environment; 2) substantially reduce or impact the habitat of fish or wildlife species; 3) cause fish or wildlife populations to drop below self-sustaining levels; 4) threaten to eliminate a plant or animal community; 5) reduce the number or restrict the range of a rare or endangered plant or animal; or 6) eliminate important examples of the major periods of California history or prehistory. Therefore, a **less-than-significant** impact would occur.

- b. The proposed project, in conjunction with other development within the City of Morgan Hill, could incrementally contribute to cumulative impacts in the area. However, as demonstrated in this IS/ND, all potential environmental impacts that could occur as a result of project implementation would be less than significant with compliance with applicable General Plan policies, Morgan Hill Municipal Code standards, and other applicable local and State regulations. Therefore, when viewed in conjunction with other closely related past, present, or reasonably foreseeable future projects, development of the proposed project would not contribute to cumulative impacts in the City of Morgan Hill, and the project's contribution to the cumulative impact would be **less than significant**.

- c. The project site is currently developed and would be redeveloped in an urbanized and developed area of the City of Morgan Hill. Development of the proposed project would not be expected to result in substantial adverse impacts to human beings, either directly or

indirectly. The potential for substantial environmental effects on human beings is addressed within this IS/ND and all impacts have been identified as less than significant. As such, a ***less-than-significant*** impact would result.

Appendix A

Air Quality and Greenhouse Gas Modeling Results

Appendix B
Biological Evaluation Addendum

Appendix C
Preliminary Hydrology Report

ORDINANCE NO. _____, New Series

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A ZONING AMENDMENT FOR A PLANNED DEVELOPMENT WITH MASTER PLAN (ZA2024-0001) FOR A 5.75-ACRE SITE LOCATED AT 16695 DEWITT AVENUE (APN: 773-09-011)

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. The proposed amendment is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The project complies with, but is not limited to, General Plan Goal CNF-6 in that the expansion of the West Hills Community Church facility will support the current and future needs of the community. It complies with the intent of the Open Space land-use designation by keeping the expansion of the facility within the current developed footprint, reducing the existing impervious surface coverage and adding more landscaping, and advances the goals of the General Plan Policy HC-3.4 and Bikeways, Trails, Parks and Recreation Master Plan in achieving a new trail connecting for the community.

SECTION 2. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning district.

The proposal is superior in that it allows for investment in the site as the current zoning would not allow the remodel and expansion of the existing church facility. New development and remodels ensure the health and safety of the structures by ensuring that structures meet current building codes. The project will also update the facade of the existing workshop hall and remove temporary modular buildings and structures with new structures that have enhanced architectural features.

SECTION 3. The proposed project will provide a substantial public benefit(s) as defined in the Municipal Code. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The project incorporates a public access easement over their property to allow for the future construction of a public trail that will advance the goals of the General Plan Policy HC-3.4 and Bikeways, Trails, Parks and Recreation Master Plan in achieving a new trail connection for the community. This easement is required to be recorded within one month of the adoption of this Ordinance.

SECTION 4. The Site for the proposed development is adequate in size and shape to accommodate the proposed land uses.

The site is elevated on the west hills of Morgan Hill and tucked away from immediate neighbors. The Master Plan demonstrates adequate size and shape to accommodate the remodel and expansion of the facility to work on the proposed site. An administrative Design permit will be required for the new buildings. Future additions or modifications deemed to be in substantial conformance by the Development Services Director shall not require an amendment to this Planned Development or Master Plan.

SECTION 5. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The site access will remain with improved on-site circulation. As analyzed within the Initial Study for the project, there is adequate infrastructure and public services to serve the use expansion.

SECTION 6. The proposed development will not have a substantial adverse effect on the surrounding property and will be compatible with the existing and planned land use characteristics of the surrounding area.

An initial study and negative declaration prepared for the project analyzed the master plan development and concluded that the project would not have a substantial adverse effect on site or to surrounding properties. The site has been operating as a place of worship and assembly for over 70-years and plans to continue that use. The new structures as proposed are compatible to the surroundings.

SECTION 7. Findings required for the current approval of a zoning Map amendment can be made such as consistency with the General Plan and that the proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.

The project is consistent with but not limited to General Plan Goal CNF-6 and HC-3.4. An initial study was prepared for the project and concluded the project will not be detrimental to the public health and safety. The current site use is for a place of worship and assembly. The project is remodeling and expanding the existing worship center and replacing the temporary modular classroom buildings with one larger permanent structure. As the use remains the same and the total expansion is 6,466 sf and should not conflict with the public interest or convenience.

SECTION 8. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development

will comply with the zoning code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

The site is suitable in design, location, shape, and size to accommodate the uses allowed in the planned development and master plan as the use will remain and the expansion is for 6,466 square feet on the 5.75-acre site.

SECTION 9. The request was considered by the Planning Commission at its regular meeting of August 12, 2025 where the Planning Commission recommended approval of the Zoning Amendment for a Planned Development with associated Master Plan, ZA2024-0001: DeWitt – West Hills Community Church, and the Planned Development Standards with Master Plan described in Attachment A are by this reference incorporated herein. The City Council accepts the recommendation of the Planning Commission.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 3rd DAY OF SEPTEMBER 2025, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON 17th THE DAY OF SEPTEMBER, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH THE LAW BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

ATTEST:

MICHELLE BIGELOW, City Clerk

MARK TURNER, MAYOR

CERTIFICATE OF THE CITY CLERK

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of the Ordinance No. _____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of _____, 2025.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE:

MICHELLE BIGELOW, City Clerk

WEST HILLS COMMUNITY CHURCH

16695 DeWitt Ave
Morgan Hill, CA. 95037

PD APPLICATION - 03.13.24

GENERAL INFORMATION

SITE AREA: 250,470 SF
BUILDING AREA: 19,397 SF
ZONING: OPEN SPACE (OS)
APN: 773-09-011

PROJECT DESCRIPTION

DEMOLITION OF EXISTING TEMPORARY STRUCTURES, REPLACED WITH NEW TWO-STORY COMMUNITY LIFE CENTER. THIS NEW BUILDING WILL HOUSE A FELLOWSHIP HALL, MULTIPLE CLASSROOMS, A SMALL (NON-COMMERCIAL) KITCHEN, AND (1) ELEVATOR.

INTERIOR AND EXTERIOR REMODEL OF EXISTING WORSHIP CENTER. FINISHES TO MATCH EXISTING.

ASSOCIATED SITE IMPROVEMENTS, INCLUDING, PARKING, LANDSCAPE/HARDSCAPE, LIGHTING, STORMWATER CONTROL, WET UTILITIES, JOINT TRENCH, TRASH ENCLOSURE, AND FIRE PUMP.

AS PART OF THIS PLANNED DEVELOPMENT, A NEW PUBLIC TRAIL EASEMENT AGREEMENT HAS BEEN ENTERED INTO BETWEEN WHCC, CITY AND OSA.



ARCHITECTURE

307 Orchard City Dr., Ste 350
Campbell, CA 95008
408.265.5255

JEFFREY EATON ARCHITECT, INC.
A CALIFORNIA CORPORATION

PROPOSED 3D VIEW



PROJECT TEAM

PROPERTY OWNER:	WEST HILL COMMUNITY CHURCH 16695 DEWITT AVE MORGAN HILL, CA. 95037 DAVID FREDERICK E: dfrederick@westhills.org	LANDSCAPE ARCHITECT:	HMH 1570 OAKLAND ROAD SAN JOSE, CA 95131 JUSTIN HAUSER P: (408) 487-2200 E: jhauser@hmhca.com https://hmhca.com/
CM / OWNER REPRESENTATIVE:	TWELVE22 VENTURES YVONNE SHEETS P: (650) 575-9421 E: yvonne@twelve22ventures.com	GEOTECHNICAL ENGINEER:	HARO, KASUNICH & ASSOCIATES, INC. 116 EAST LAKE AVE. WATSONVILLE, CA 95076 P: (831) 722-4175 https://www.harokasunich.com/
ARCHITECT:	E2 ARCHITECTURE 1501 THE ALAMEDA, STE. 105 SAN JOSE, CA 95126 JEFFREY EATON, AIA P: (408) 265-5255 E: jeffrey@e2astudio.com	JOINT TRENCH CONSULTANT:	GIACALONE DESIGN SERVICES, INC. 8080 SANTA TERESA BLVD STE 240 GILROY, CA 95020 MARK YOUNG P: (925) 467-1740 X 323 E: MarkY@DryUtilityDesign.com https://giacalone-design.com/
CIVIL ENGINEER:	BKF ENGINEERS 1730 N FIRST ST SUITE 600 SAN JOSE, CA. 95112 REUEL CHAN, PE P: 408-467-9163 E: rchan@bkf.com		

SHEET INDEX

SHEET NUMBER	SHEET NAME

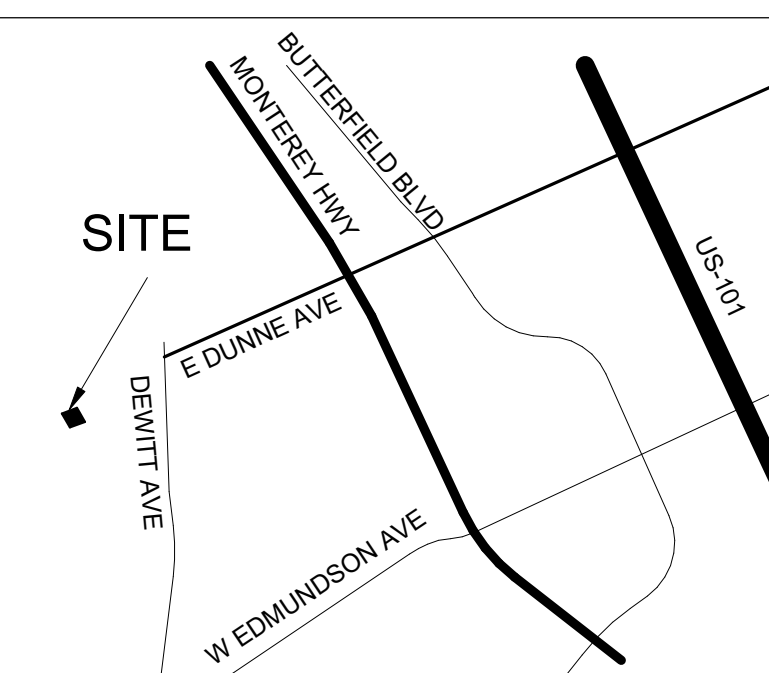
Rev. #	Description	Date

Rev. #	Description	Date

EXISTING AERIAL VIEW OF SITE



VICINITY MAP



WEST HILLS COMMUNITY CHURCH
16695 DeWitt Ave
Morgan Hill, CA. 95037
Client: WHCC

Project Number: 23041
Date: MAR. 13, 2024
Drawn by: EK/NS
Checked by: JD

Sheet Title:
GENERAL INFORMATION

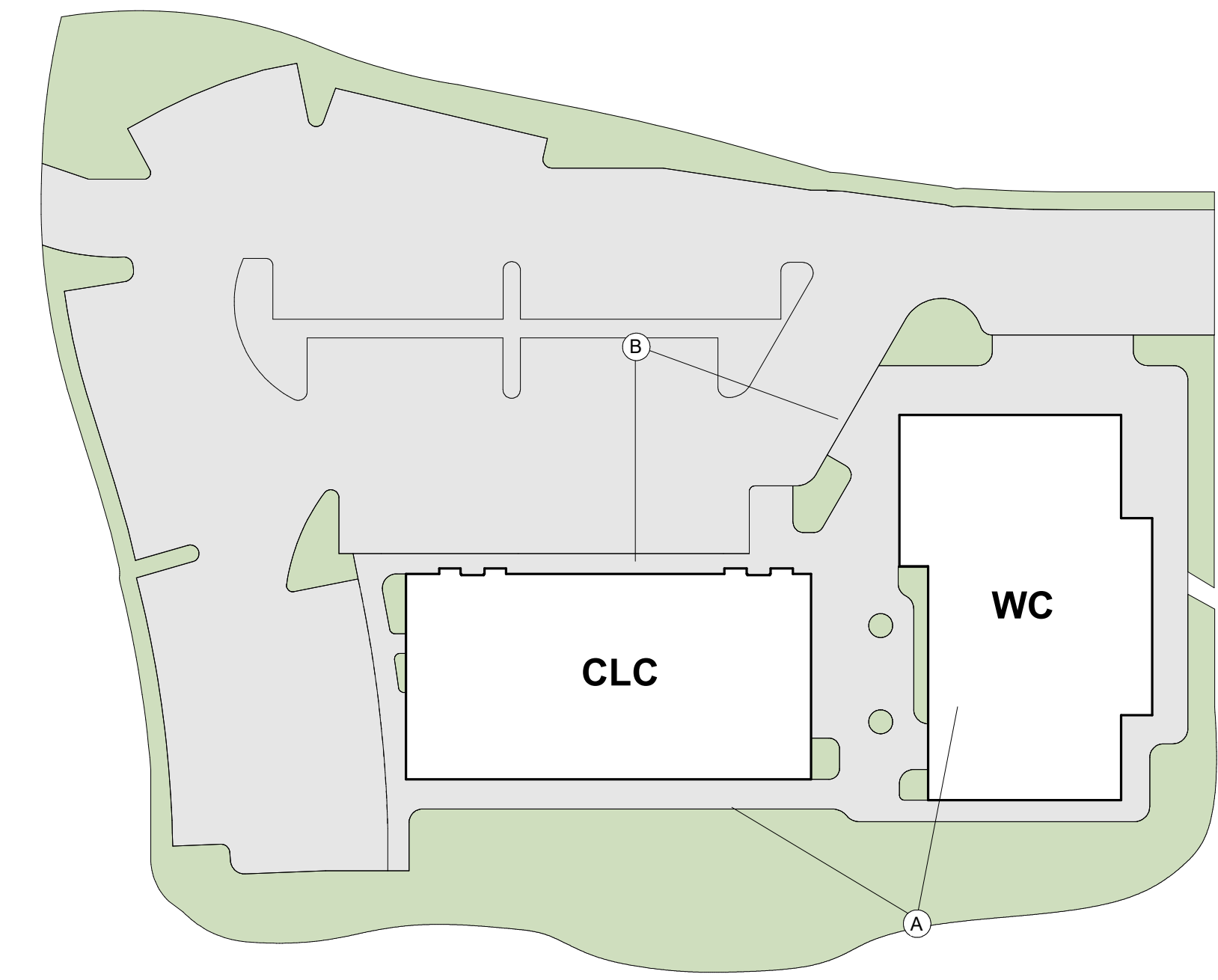
PA0



PERSPECTIVE A



PERSPECTIVE B



ARCHITECTURE
307 Orchard City Dr., Ste 350
Campbell, CA 95008
408.265.5255

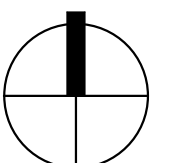
JEFFREY EATON ARCHITECT, INC.
A CALIFORNIA CORPORATION

WEST HILLS COMMUNITY CHURCH
16695 DeWitt Ave
Morgan Hill, CA, 95037
Client: WHCC

Rev. #	Description	Date
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Project Number: 23041
Date: MAR. 13, 2024
Drawn by: NS
Checked by: JE

Sheet Title:
PERSPECTIVES



PA1



VIEW L
NS **L**



VIEW I
NS **I**



VIEW F
NS **F**



VIEW C
NS **C**



VIEW K
NS **K**



VIEW H
NS **H**



VIEW E
NS **E**



VIEW B
NS **B**



VIEW J
NS **J**



VIEW G
NS **G**



VIEW D
NS **D**



VIEW A
NS **A**



KEY PLAN
NS **1**



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Campbell, CA 95008
408.265.5255

JEFFREY EATON ARCHITECT, INC.
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WEST HILLS COMMUNITY
CHURCH

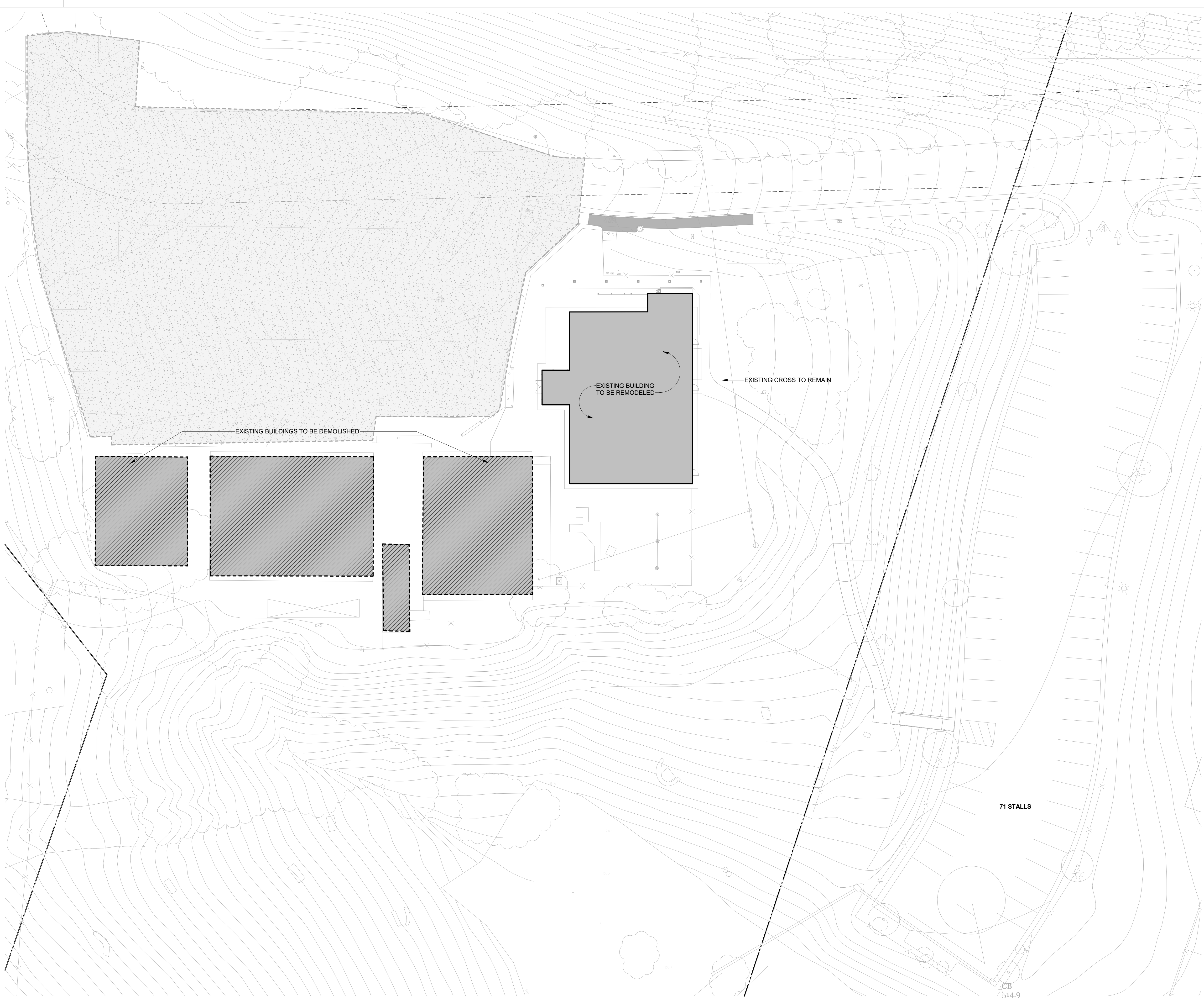
16695 DeWitt Ave
Morgan Hill, CA, 95037
Client: WHCC

Rev. #	Description	Date
1	ISSUED FOR PD SUBMITTAL	03/13/24

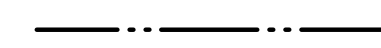

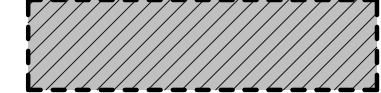

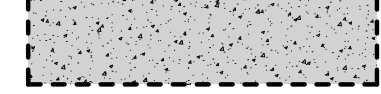
Project Number: 23041
Date: MAR. 13, 2024
Drawn by: NS
Checked by: JE

Sheet Title:
EXISTING SITE
PHOTOGRAPHS

PA2



LEGEND

-  PROPERTY LINE
-  (E) OSA'S EASEMENT
-  (E) STRUCTURE TO BE REMOVED OR DEMOLISHED
-  (E) STRUCTURE TO BE REMODELED
-  (E) ASPHALT TO BE REMOVED

SITE TABULATION

EXISTING SITE AREA:	250,470 SF
EXISTING BUILDING AREA TO BE DEMOLISHED:	8,491 SF

PARKING TABULATION

EXISTING PARKING TOTAL:	171 STALLS
EAST LOT:	71 STALLS
WEST LOT:	100 STALLS
EXISTING PARKING TO BE DEMOLISHED (WEST LOT):	100 STALLS



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	ISSUED FOR PD SUBMITTAL	03/13/24

Project Number: 23041
 Date: MAR. 13, 2024
 Drawn by: Author
 Checked by: Checker

Sheet Title:
EXISTING/DEMO SITE PLAN

PA4



LEGEND

- PROPOSED CONCRETE WALKS
- PROPOSED ASPHALT
- PROPOSED LANDSCAPED AREA
- EXISTING BUILDING BOUNDARY
- EXISTING OSA EASEMENT
- PROPOSED OSA EASEMENT

SITE TABULATION

	SQUARE FEET		PERCENTAGE OF SITE	
	EXISTING	PROPOSED (E) + NEW	EXISTING	PROPOSED (E) + NEW
SITE AREA	250,470 SF			
BUILDING COVERAGE TOTAL	12,931 SF	19,397 SF	5.2%	7.8%
EDUCATION	8,491 SF	12,612 SF		
WORSHIP	4,440 SF	6,585 SF		
TRASH		200 SF		
LANDSCAPE COVERAGE	189,741 SF	197,270 SF	75.8%	78.7%
HARDSCAPE COVERAGE	47,798 SF	33,803 SF	19%	13.5%

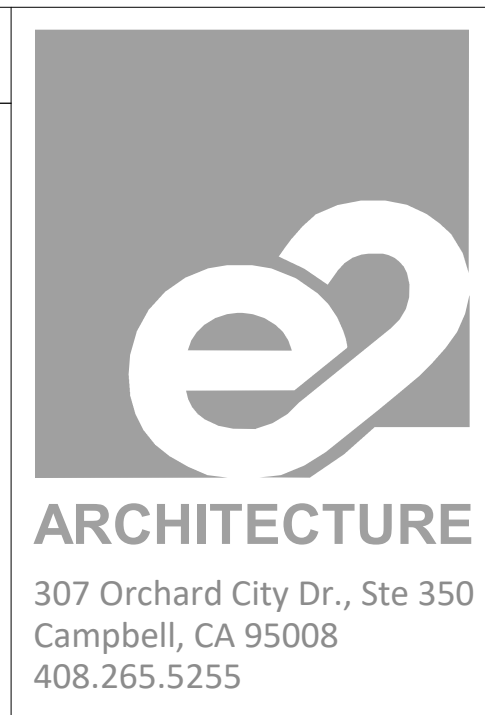
PARKING TABULATION

	REQUIRED PARKING		
	EXISTING AREA	TOTAL PROPOSED AREA	
EDUCATION (1 PER 2 EMPLOYEES)	8,491 SF	5,057 SF	10 EMPLOYEES = 5 STALLS
WORSHIP CENTER (1 / 35 SF)	3,212 SF	3,212 SF	3,212 SF / 35 SF = 91.7 = 92 STALLS
FELLOWSHIP HALL (1 / 35 SF)		2,696 SF	2,696 SF / 35 SF = 77 = 77 STALLS
TOTAL:	12,696 SF	10,861 SF	174 STALLS REQUIRED

PROPOSED PARKING

138 STALLS PROVIDED

NOTE: THE WORSHIP CENTER AND FELLOWSHIP HALL WILL NEVER BE IN USE AT THE SAME TIME



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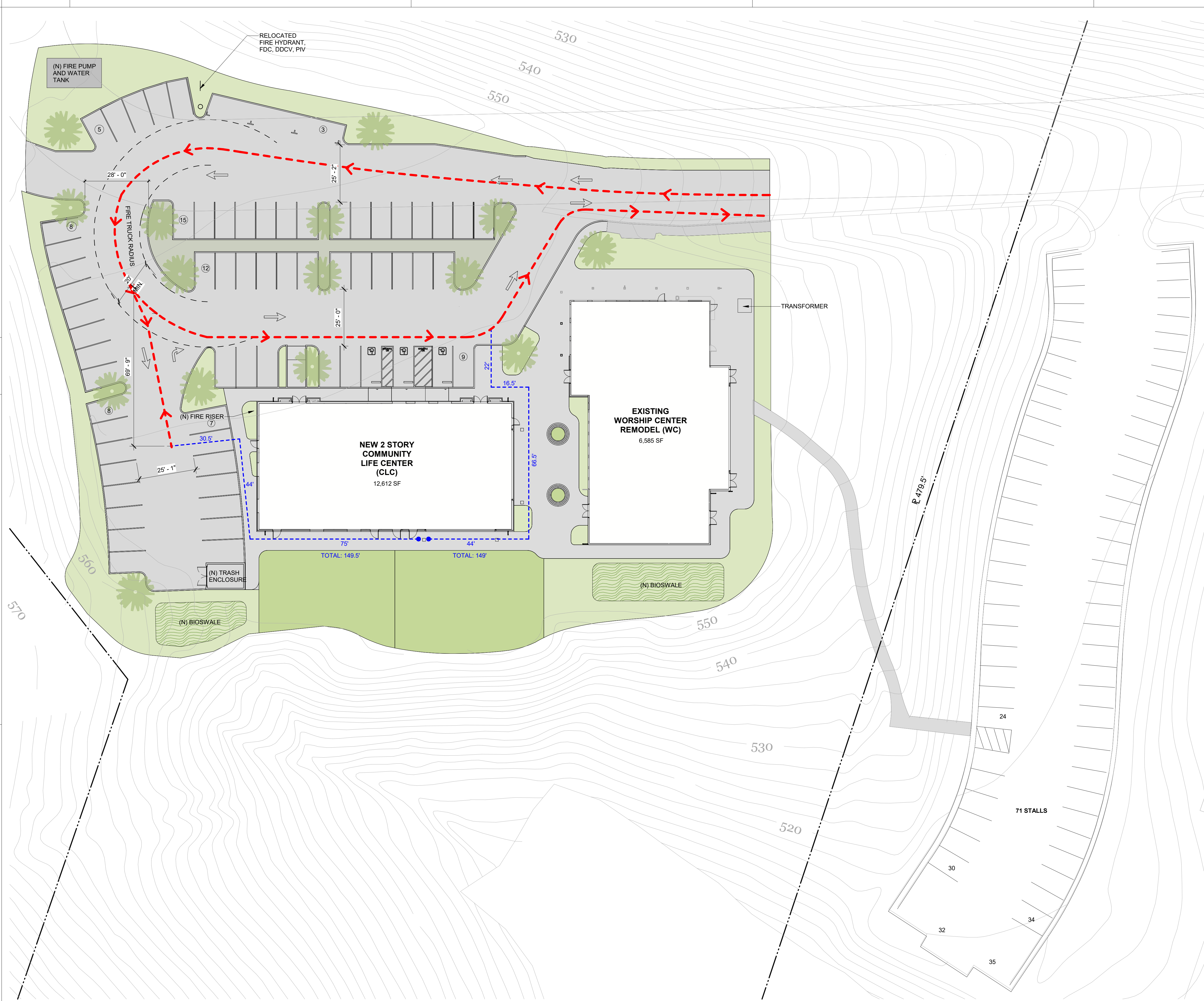
Rev. #	Description	Date
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Project Number: 23041
 Date: MAR. 13, 2024
 Drawn by: JD
 Checked by: JE

Sheet Title:
PROPOSED SITE PLAN

PA5

5/9/2025 10:57:44 AM



LEGEND

- PROPOSED CONCRETE WALKS
- PROPOSED ASPHALT
- PROPOSED LANDSCAPED AREA
- FIRE APPARATUS ACCESS
- HOSE REACH < 150'

ARCHITECTURE
 307 Orchard City Dr., Ste 350
 Campbell, CA 95008
 408.265.5255

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Client: WHCC

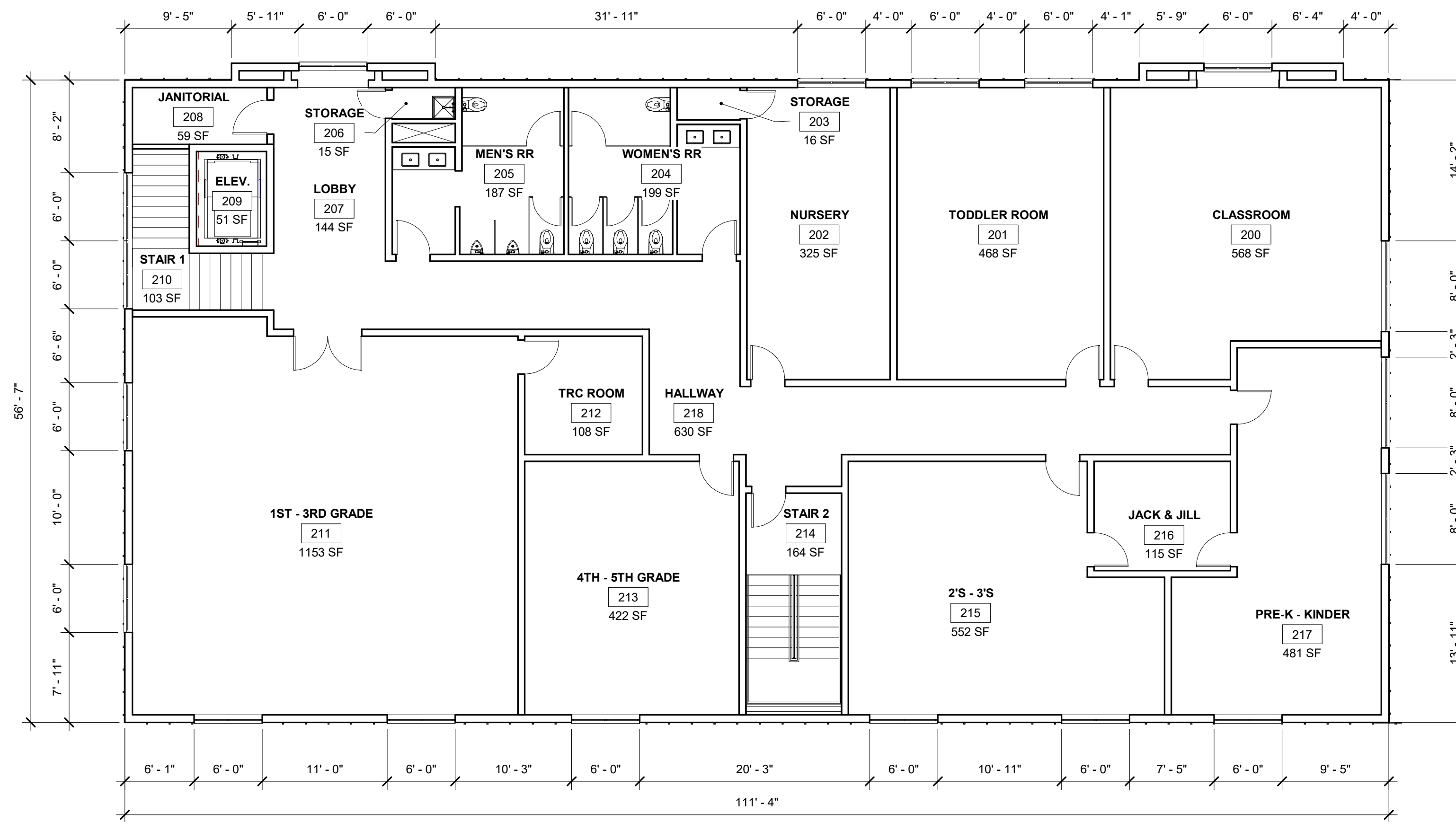
Rev. #	Description	Date

Project Number: 23041
 Date: MAR. 13, 2024
 Drawn by: Author
 Checked by: Checker

Sheet Title:
PROPOSED SITE PLAN - FIRE ACCESS

PROPOSED SITE PLAN 1
 1" = 20'-0"

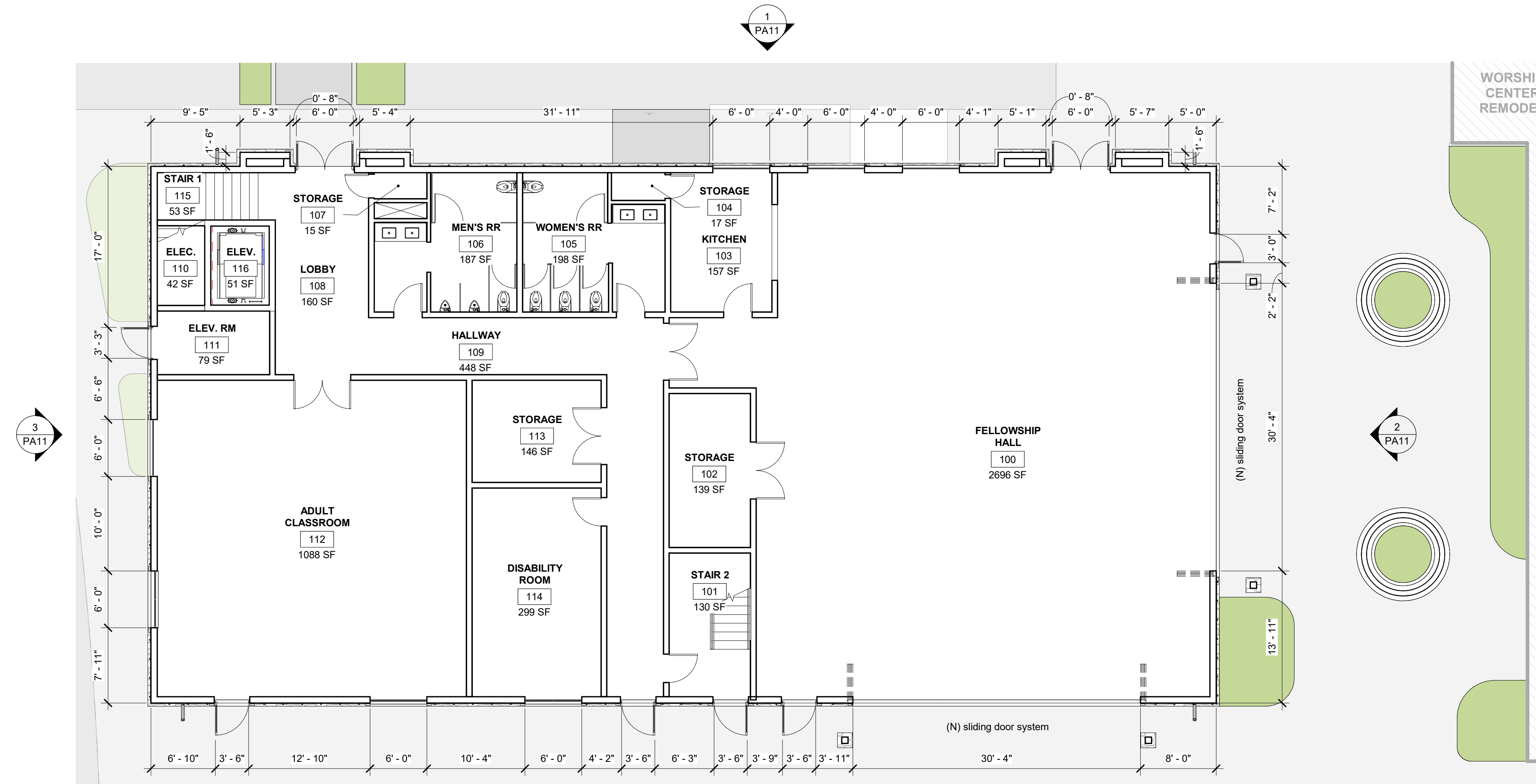
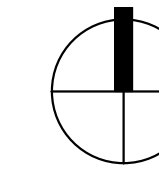
PA6



COMMUNITY LIFE CENTER - PROPOSED FLOOR PLAN - LEVEL 2

1/8" = 1'-0"

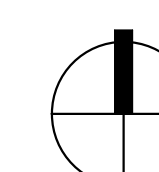
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COMMUNITY LIFE CENTER - PROPOSED FLOOR PLAN - LEVEL 1

1/8" = 1'-0"

1



LEGEND

- EXISTING WALL
- NEW WALL, REFER TO WALL LEGEND TYPE
- EXISTING DOOR
- PROPOSED DOOR
- EXISTING WINDOW
- PROPOSED WINDOW / STOREFRONT

PLAN NOTES

1. EXISTING SHELL & CORE CONSTRUCTION SHOWN w/ POCHÉ AND OR SCREENED
2. REFER TO FURNITURE PLAN FOR FURNITURE LAYOUT, DIMENSIONS, ETC.
3. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL DIMENSIONS DESCRIBING PARTIAL HEIGHT WALLS, CASEWORK LAYOUT, SPECIALTY OUTLET LOCATIONS, ETC.
4. REFER TO REFLECTED CEILING PLANS FOR SOFFITS, CEILING HEIGHTS & PLENUM BARRIER LOCATIONS.
5. REFER TO GENERAL INFORMATION AND CONSTRUCTION NOTES SHEETS FOR ADDITIONAL NOTES, LEGENDS, SYMBOLS, ABBREVIATIONS, & SCHEDULES.

KEYNOTES

WEST HILLS COMMUNITY CHURCH
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Project Number: 23041
 Date: MAR. 13, 2024
 Drawn by: NS
 Checked by: JE

KEY PLAN

PA7

LEGEND

DS (N) DOWNSPOUT

KEYNOTES

05.01	(N) STANDING SEAM METAL ROOFING, SEE MATERIAL LEGEND, TYP.
05.02	(N) TIMBER FRAME AWNING, SEE MATERIAL LEGEND, TYP.



ARCHITECTURE

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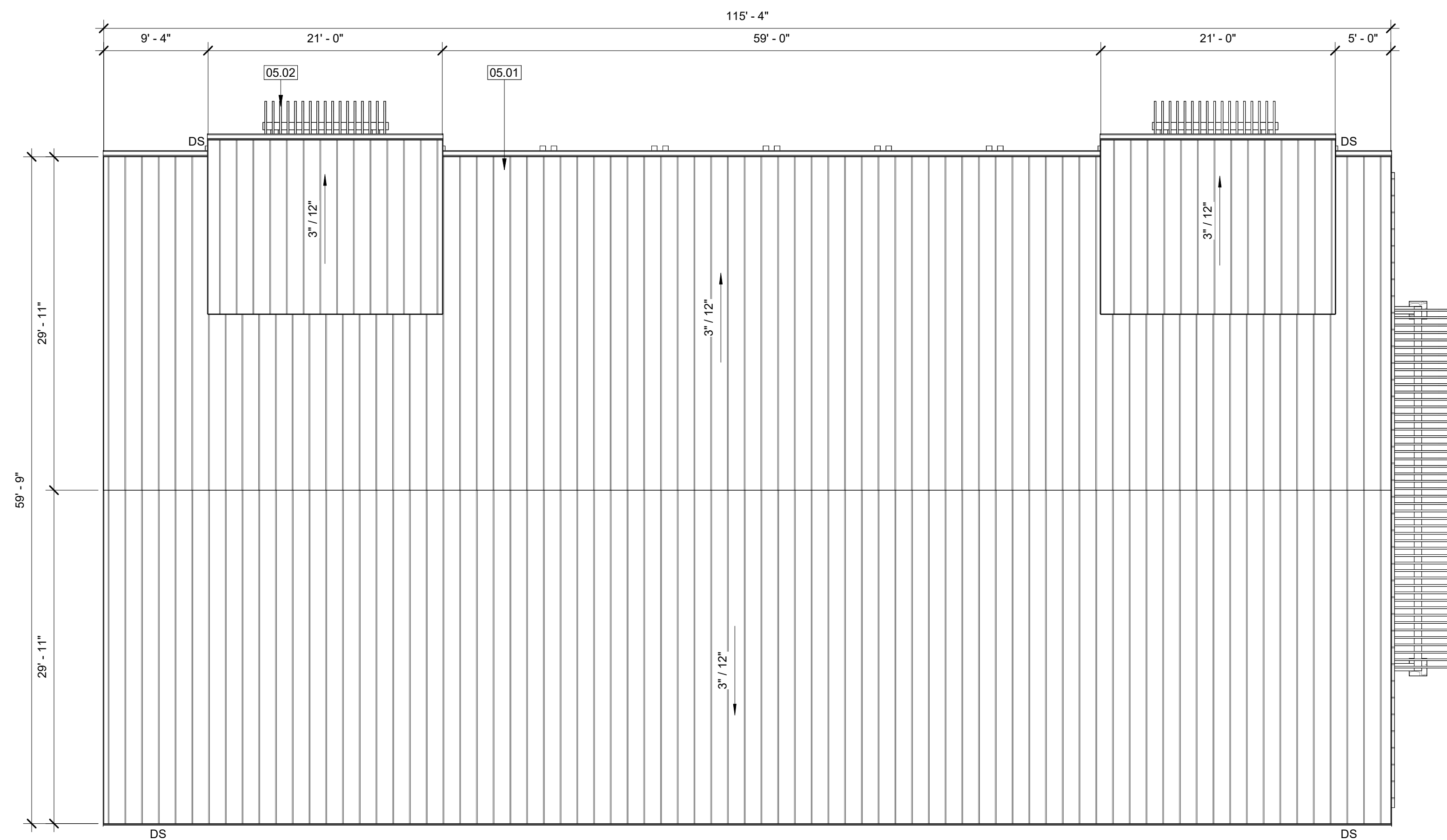
WEST HILLS COMMUNITY CHURCH

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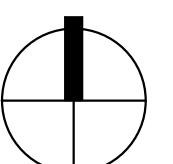
Sheet Title:
CLC - PROPOSED ROOF PLAN



CLC PROPOSED ROOF PLAN

1/8" = 1'-0"

1



PA9



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CHURCH
16695 DeWitt Ave
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Rev. #	Description	Date
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Project Number: 23041
Date: MAR. 13, 2024
Drawn by: NS
Checked by: JE

Sheet Title:
WC -
EXISTING/DEMO
& PROPOSED
ROOF PLAN

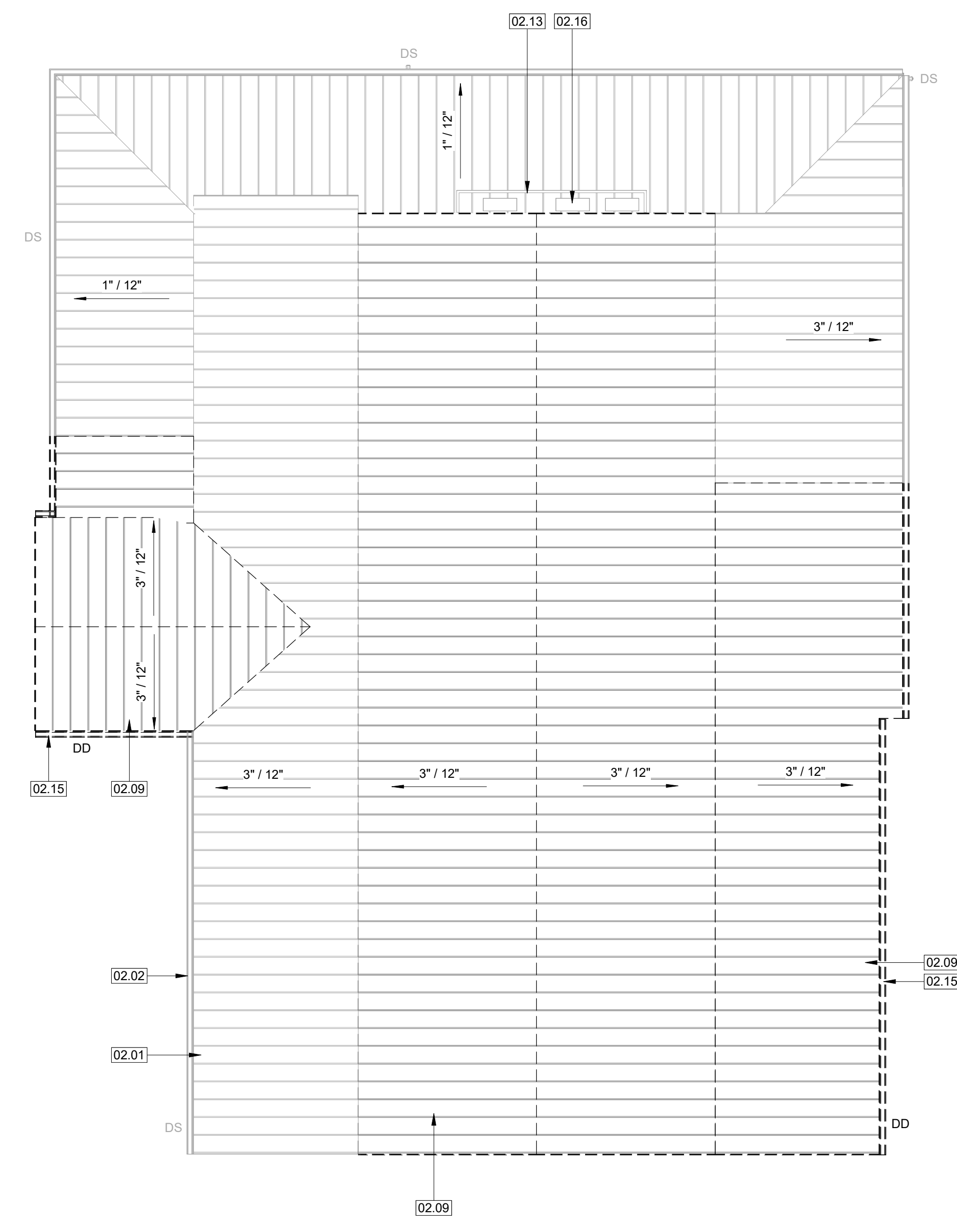
PA10

LEGEND

- DS (E) DOWNSPOUT TO REMAIN
- DD (E) DOWNSPOUT TO BE DEMOLISHED
- DS (N) DOWNSPOUT

KEYNOTES

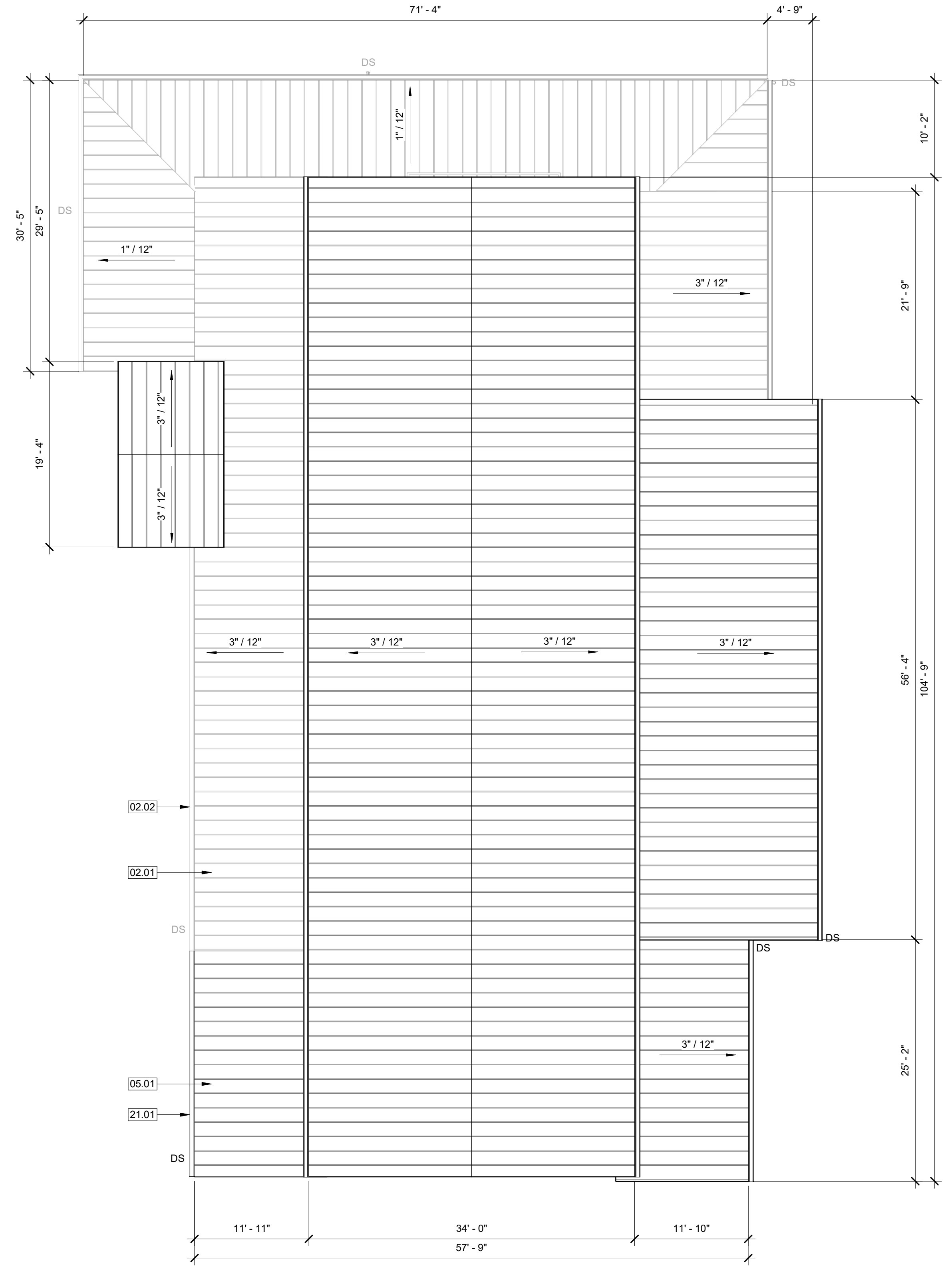
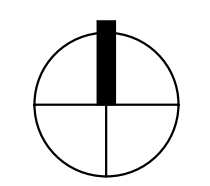
02.01	(E) STANDING SEAM METAL ROOF TO REMAIN, TYP.
02.02	(E) FASCIA & GUTTER TO REMAIN, TYP.
02.09	(E) METAL ROOF TO BE DEMOLISHED, TYP.
02.13	(E) WOOD LATTICE EQUIPMENT SCREEN TO REMAIN
02.15	(E) FASCIA & GUTTER TO BE DEMOLISHED, TYP.
02.16	(E) MECHANICAL EQUIPMENT TO REMAIN, TYP.
05.01	(N) STANDING SEAM METAL ROOFING, SEE MATERIAL LEGEND, TYP.
21.01	(N) FASCIA & GUTTER, TYP.



WC EXISTING/DEMO ROOF PLAN

1/8" = 1'-0"

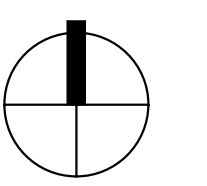
2



WC PROPOSED ROOF PLAN

1/8" = 1'-0"

1





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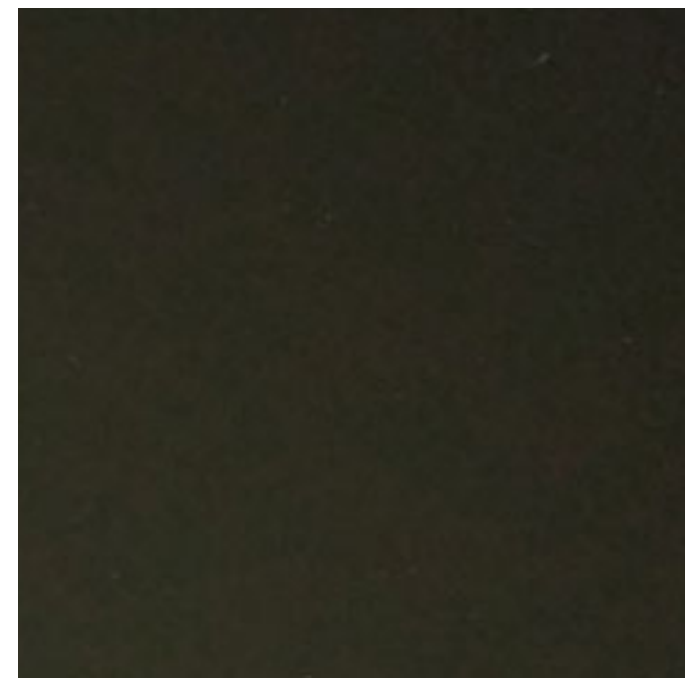
TIMBER FRAME AWNING

- COLOR: TBD
- MANUFACTURER: TBD



STANDING SEAM METAL ROOFING

- COLOR: ASH GREY SRI-58 OR SIMILAR
- MANUFACTURER: TBD



ANODIZED ALUMINUM FASCIA & MULLION

- COLOR: ANODIZED BRONZE
- MANUFACTURER: TBD



PAINTED WOOD TRIM

- COLOR: COCOA OR SIMILAR
- MANUFACTURER: TBD



EXTERIOR LIGHT FIXTURE

- COLOR: TBD
- MANUFACTURER: TBD



PAINTED BOARD & BATTEN FIBER CEMENT SIDING

- COLOR: FOGGY DAY OR SIMILAR
- MANUFACTURER: TBD



STONE SIDING

- COLOR: MADRONA OR SIMILAR
- MANUFACTURER: TBD

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Sheet Title:
CLC - COLOR AND MATERIAL BOARD

PA 00



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**WEST HILLS COMMUNITY
CHURCH**
16695 DeWitt Ave
Morgan Hill, CA, 95037
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Sheet Title:
**WC - COLOR
AND MATERIAL
BOARD**

PA 01



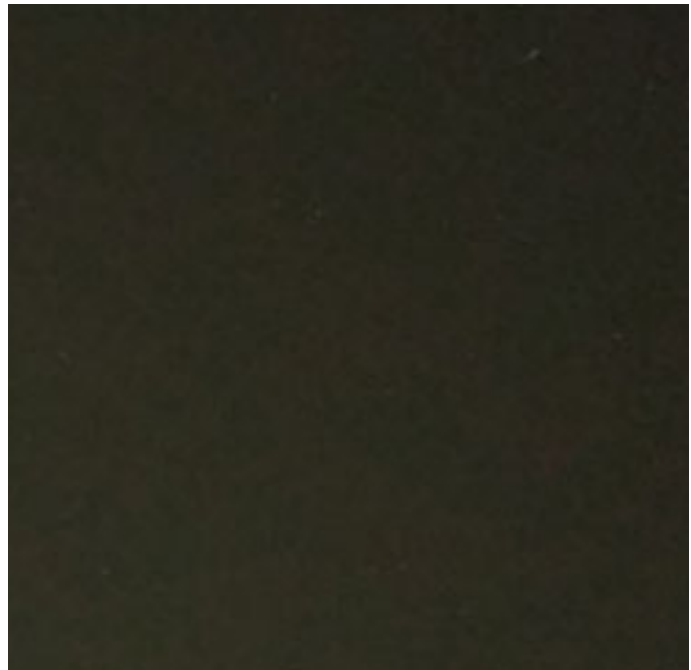
STANDING SEAM METAL ROOFING

- COLOR: ASH GREY SRI-58 OR SIMILAR
- MANUFACTURER: TBD



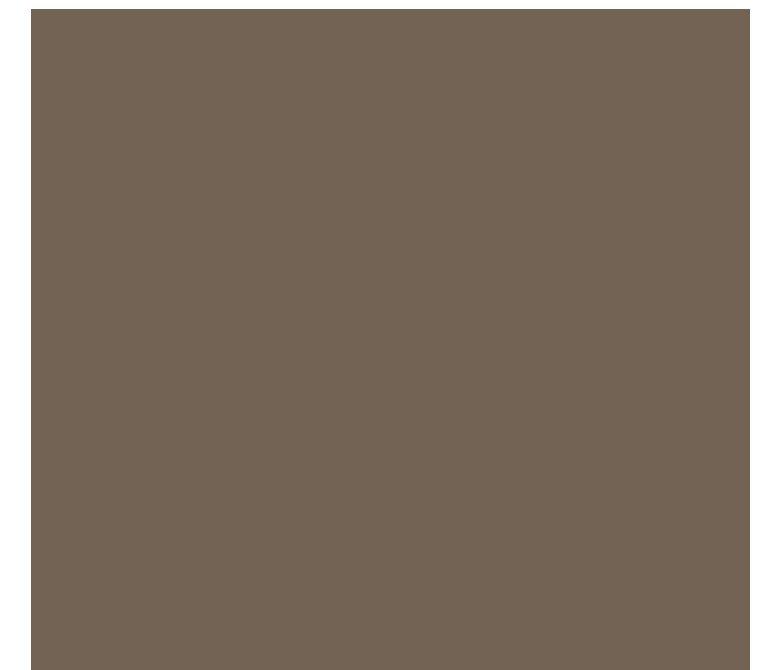
STONE SIDING

- COLOR: MADRONA OR SIMILAR
- MANUFACTURER: TBD



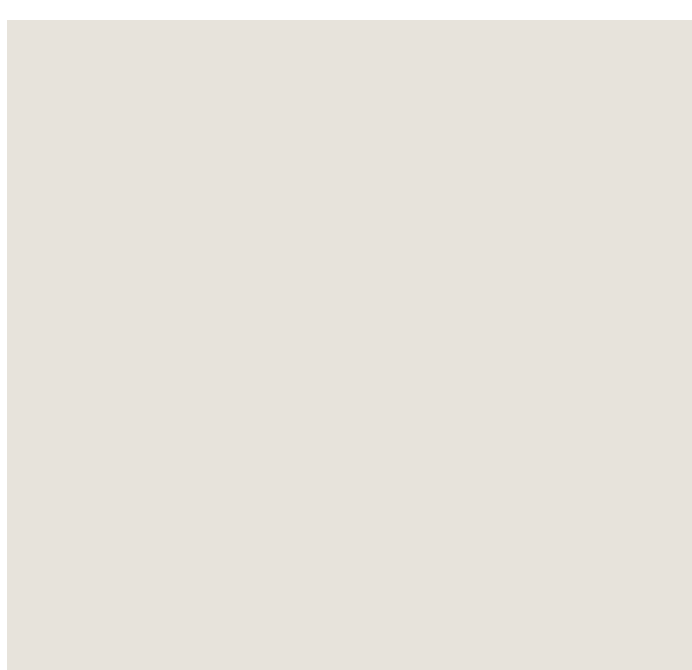
**ANODIZED ALUMINUM
FASCIA & MULLION**

- COLOR: ANODIZED BRONZE
- MANUFACTURER: TBD



PAINTED WOOD TRIM

- COLOR: COCOA OR SIMILAR
- MANUFACTURER: TBD



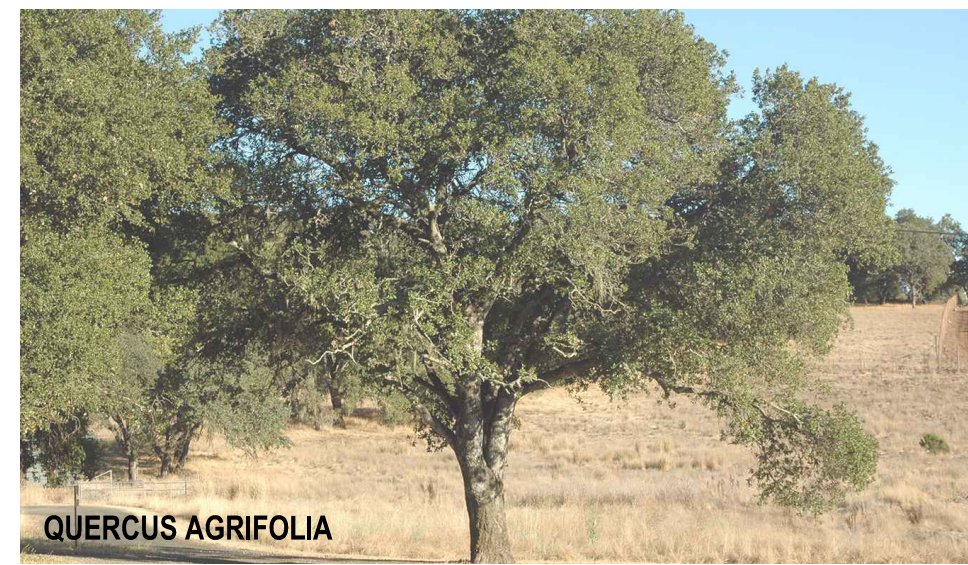
STUCCO

- COLOR: FOGGY DAY OR SIMILAR
- MANUFACTURER: TBD



EXTERIOR LIGHT FIXTURE

- COLOR: TBD
- MANUFACTURER: TBD



QUERCUS AGRIFOLIA



PRUNUS ILICIFOLIA



ACHILLEA MILLEFOLIUM



CAREX DIVULSA



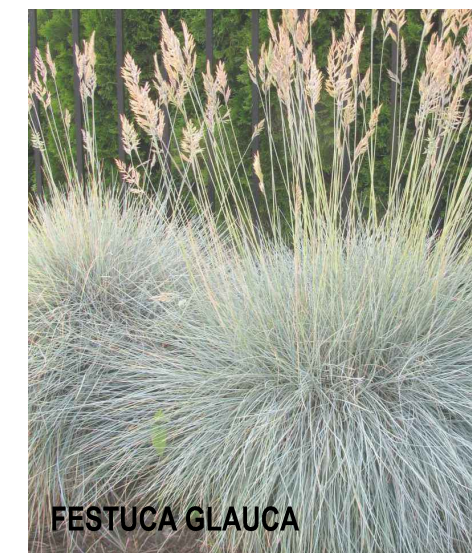
CHONDROPETALUM TECTORUM



LOMANDRA LONGIFOLIA 'BREEZE'



DESCHAMPSIA CESPITOSA



FESTUCA GLAUCA



MUHLENBERGIA CAPILLARIS



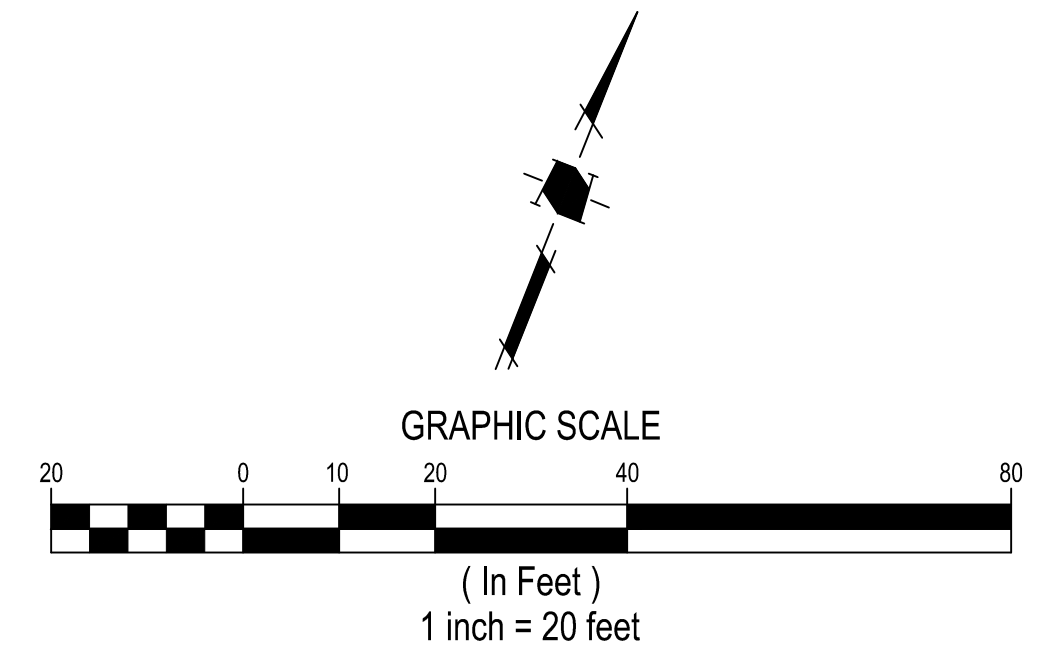
MUHLENBERGIA RIGENS



LANDSCAPE LEGEND	
SYMBOL	DESCRIPTION
	CONCRETE PAVING
	BARK MULCH
	PAVERS
	LAWN AREA
	PLANTING AREA
	BIOTREATMENT AREA

NOTES:
 1. SEE SHEET L2 FOR PLANTING LEGEND AND NOTES.
 2. SEE SHEET L3 FOR MATERIALS.
 3. TREES TO BE PLANTED MINIMUM 5' FROM UNDERGROUND UTILITIES.
 4. ALL PLANTING AREAS SHALL RECEIVE 3" LAYER OF BARK MULCH.
 5. SEE ARBORIST REPORT BY WILLIAM SOWA, CERTIFIED ARBORIST WE-12270A, DATED: DECEMBER 14, 2023.
 6. SITE LIGHTING BY OTHERS.

- EXISTING CONCRETE WALKWAY TO REMAIN
- EXISTING TREE TO BE REMOVED, TYPICAL
- TRANSFORMER
- EXISTING TREE TO REMAIN AND PROTECT, TYPICAL
- EXISTING HILLSIDE, TYPICAL
- EXISTING CONCRETE WALKWAY TO REMAIN
- EXISTING POWER POLE TO REMAIN

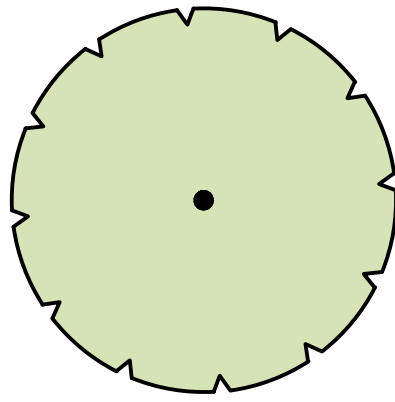
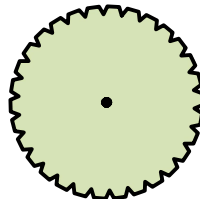


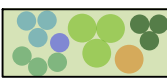
Rev #	Description	Date
001	ISSUED FOR PD SUBMITTAL	03/13/24


Project Number: 6719.00
 Date: MAR. 13, 2024
 Drawn by: JW
 Checked by: JH,CM

Sheet Title:
 LANDSCAPE PLAN

PLANTING LEGEND

TREE LEGEND							
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	HxW	WUCOLS	NOTES
	16	QUERCUS AGRIFOLIA	COAST LIVE OAK	15 GALLON	60' x 40'	VL	STANDARD TRUNK
	2	PRUNUS ILICIFOLIA	HOLLY LEAF CHERRY	15 GALLON	20' x 20'	L	STANDARD TRUNK

SHRUB LEGEND							
SYMBOL	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	H x W	WUCOLS	NOTES	
	ACHILLEA MILLEFOLIUM	WHITE YARROW	1 GALLON	2' x 2'	L		
	CAREX DIVULSA	BERKELEY SEDGE	1 GALLON	2' x 2'	L		
	DESCHAMPSIA CESPITOSA	TUFTED HAIRGRASS	1 GALLON	2' x 2'	L		
	FESTUCA GLAUCA	COMMON BLUE FESCUE	1 GALLON	2' x 2'	L		
	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	1 GALLON	3' x 3'	L		
	MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	3' x 3'	L		

BIOTREATMENT AREA LEGEND							
SYMBOL	BOTANICAL NAME	COMMON NAME	MINIMUM CONTAINER SIZE	H x W	WUCOLS	NOTES	
	CAREX DIVULSA	BERKELEY SEDGE	1 GALLON	2' x 2'	L	BASIN, BANKS, AND UPLAND	
	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	1 GALLON	3' x 3'	L	BASIN, BANKS, AND UPLAND	
	CISTUS HYBRIDUS	WHITE ROCKROSE	1 GALLON	3' x 7'	L	BANKS AND UPLAND	
	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GALLON	2' x 2'	L	BANKS AND UPLAND	

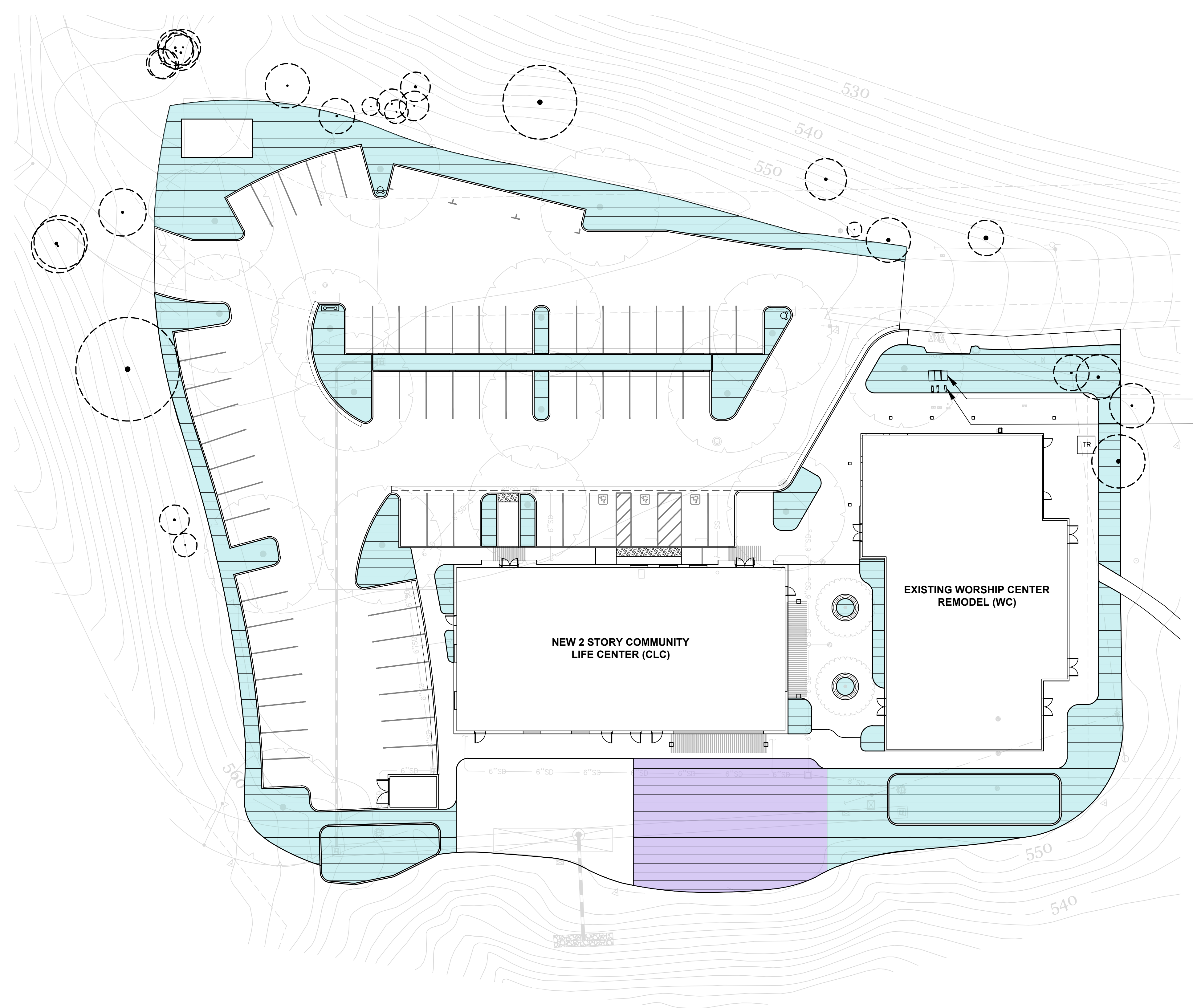
PLANTING NOTES

- TO ALLOW PROPOSED TREES TO REACH THEIR MATURITY, EACH TREE SHALL HAVE THE FOLLOWING CUBIC FEET OF NON-COMPACTED SOIL: 700 CUBIC FEET FOR SMALL TREES, 1,400 CUBIC FEET FOR MEDIUM TREES, 2,100 CUBIC FEET FOR LARGE TREES.
- ALL PLANTING AREAS SHALL RECEIVE 3" THICK BARK MULCH LAYER. CONTRACTOR SHALL PROVIDE SAMPLE OF PROPOSED BARK MULCH FOR APPROVAL. BARK MULCH SHALL BE LYNXSO SMALL FIR BARK (3/4" TO 1-1/2") OR APPROVED EQUAL.
- ALL STORM WATER TREATMENT AREAS SHALL RECEIVE 3" OF COMPOSTED, NON-FLOATABLE MULCH.
- TO MAXIMIZE DISPERSAL OF RUNOFF THROUGHOUT THE STORMWATER TREATMENT SYSTEMS, THE PROJECT WILL NOT LOCATE TREES WITHIN THE BASIN OR BANK PLANTING ZONES OF BIOTRETENTION AREAS, BUT RATHER ON THE UPLAND PLANTING ZONES OF BIOTRETENTION AREAS PER APPENDIX D OF THE SCVURPPP C.3 STORMWATER HANDBOOK. TREES WILL ALSO NOT BE LOCATED DIRECTLY IN LINE WITH OR NEXT TO STORMWATER INLETS (CURBS, OPENINGS, DOWNSPOUTS, CHANNEL/GRATES, ETC.)
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO FURNISH AND INSTALL PLANT MATERIAL AS SHOWN ON THE DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
- UNLESS DESIGNATED ON THE DRAWINGS OTHERWISE, STRUCTURAL IMPROVEMENTS AND HARDSCAPE SHALL BE INSTALLED PRIOR TO PLANTING OPERATIONS.
- PLANT LIST SIZES AND QUANTITIES SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL TAKEOFF AND VERIFY SIZES AND QUANTITIES BY PLAN CHECK.
- A SOIL MANAGEMENT REPORT SHALL BE PROVIDED BY LANDSCAPE CONTRACTOR AND SOIL AMENDMENTS SHALL BE FOLLOWED PER THE REPORT. PHYSICAL COPIES OF THE SOIL MANAGEMENT REPORT SHALL BE PROVIDED TO THE CLIENT, PROJECT LANDSCAPE ARCHITECT AND LOCAL AGENCY AS REQUIRED. THE SOIL MANAGEMENT REPORT SHALL CONFORM TO STATE AB1881 WATER EFFICIENT LANDSCAPE ORDINANCE (WELO) OR LOCAL AGENCY ADOPTED WELO. CONTRACTOR SHALL OBTAIN A SOILS MANAGEMENT REPORT AFTER GRADING OPERATIONS AND PRIOR TO PLANT INSTALLATION.
- SAMPLES OF FERTILIZERS, ORGANIC AMENDMENT, SOIL CONDITIONERS, AND SEED SHALL BE SUBMITTED PRIOR TO INCORPORATION. CONTRACTOR SHALL FURNISH TO THE OWNER'S AUTHORIZED REPRESENTATIVE A CERTIFICATE OF COMPLIANCE FOR SUCH FURNISHED MATERIALS.
- ALL WORK ON THE IRRIGATION SYSTEM, INCLUDING HYDROSTATIC, COVERAGE, AND OPERATIONAL TESTS AND THE BACKFILLING AND COMPACTION OF TRENCHES SHALL BE PERFORMED PRIOR TO PLANTING OPERATIONS.
- LOCATIONS OF PLANT MATERIAL SHALL BE REVIEWED ON SITE BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO INSTALLATION.
- TREES TO BE PLANTED MINIMUM 5' FROM UNDERGROUND UTILITIES.
- TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE OR STRUCTURES SHALL BE INSTALLED WITH A ROOT BARRIER AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- CONTRACTOR MUST CONTACT THE CITY ARBORIST TO VERIFY SPECIES (EVEN IF SHOWN ON THE PLANS), LOCATIONS AND QUANTITIES OF ALL STREET TREES PRIOR TO ORDERING MATERIAL. IF STREET TREES ARE TO BE PLANTED IN TREE WELLS, FINAL LOCATION OF TREE WELLS SHALL BE DETERMINED BY THE ARBORIST PRIOR TO INSTALLATION OF SIDEWALK.
- ALL PLANT MATERIAL SHALL BE SELECTED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- FOR STANDARD FORM TREES, CALIPER SIZE SHALL BE MEASURED 6" ABOVE THE SOIL LIKE FOR CALIPERS EQUAL TO OR LESS THAN 4" FOR CALIPERS GREATER THAN 4", CALIPER SHALL BE MEASURED 12" ABOVE THE SOIL LINE. FOR MULTI-TRUNK TREES THE CALIPER SHALL BE ESTABLISHED BY TAKING THE AVERAGE OF THE CALIPER OF THE TWO LARGEST TRUNKS. CALIPER IS MEASURED 6" ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OF 6" ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL.

Rev #	Description	Date
001	ISSUED FOR PD SUBMITTAL	03/13/24

Project Number: 6719.00
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 Drawn by: JW
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Sheet Title:
PLANTING LEGEND AND NOTES

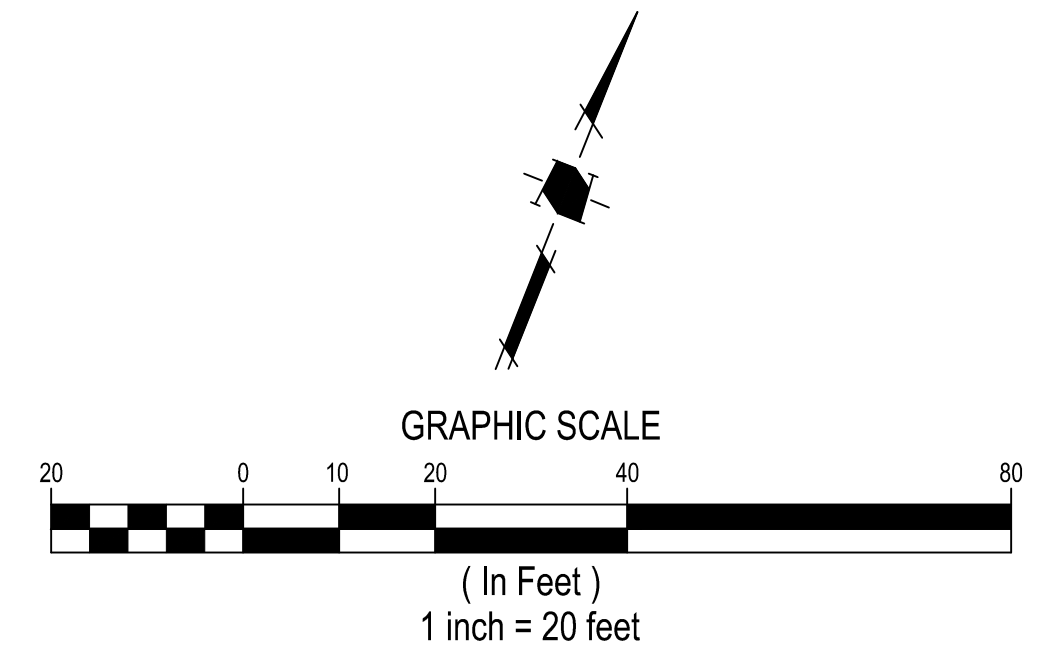


NEW IRRIGATION WATER METER
 NEW IRRIGATION BACKFLOW PREVENTION DEVICE

HYDROZONE LEGEND	
DESCRIPTION	SYMBOL
DRIP IRRIGATION FOR SHRUBS, BUBBLERS FOR TREES	
SPRAY IRRIGATION FOR LAWN	

NOTES:

- FINAL DESIGN SHALL CONFORM TO AB1881 OR CITY ADOPTED WATER EFFICIENT LANDSCAPE ORDINANCE.
- ALL PLANTING AREAS SHOWN WILL BE COMMONLY MAINTAINED BY THE OWNER AND IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM.
- IRRIGATION SYSTEMS WILL BE PERMANENT BELOW GROUND AUTOMATED SYSTEMS ADEQUATE FOR THE ESTABLISHMENT AND MAINTENANCE OF ALL PLANT MATERIAL. THESE SYSTEMS WILL BE INSTALLED AS SOON AS PRACTICAL AFTER GRADING AND PRIOR TO PLANT MATERIAL INSTALLATION AND HYDROSEEDING.
- ALL TREE AND SHRUB AREAS WILL BE IRRIGATED BY A PERMANENT, AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM. TREE AND SHRUB AREAS SHALL BE ON SEPARATE VALVES ACCORDING TO PLANT WATER REQUIREMENTS AND EXPOSURE.
- ALL IRRIGATION SYSTEMS SHALL BE DESIGNED, MAINTAINED AND MANAGED TO MEET OR EXCEED MINIMUM EFFICIENCY.
- ALL IRRIGATION EQUIPMENT SHALL BE SCREENED APPROPRIATELY FROM VIEW IN PUBLIC AREAS TO THE MAXIMUM EXTENT POSSIBLE.
- THE FINAL IRRIGATION PLAN SHALL ACCURATELY AND CLEARLY IDENTIFY:
 - LOCATIONS AND SIZES OF WATER POINTS OF CONNECTION.
 - LOCATION, TYPE, AND SIZE OF ALL COMPONENTS OF THE IRRIGATION SYSTEM, INCLUDING AUTOMATIC CONTROLLERS, MAIN AND LATERAL LINES, VALVES, SPRINKLER HEADS, RAIN SWITCHES, AND QUICK COUPLERS.
 - STATIC WATER PRESSURE AT THE POINTS OF CONNECTION.
 - FLOW RATE (GALLONS PER MINUTE), REMOTE CONTROL VALVE SIZE, AND DESIGN OPERATING PRESSURE (PSI) FOR EACH STATION.
 - HYDROZONE INFORMATION TABLE.
 - WATER USE CALCULATIONS.
- A NEW IRRIGATION WATER METER SHALL BE INSTALLED FOR THE LANDSCAPE IMPROVEMENTS.
- THIS PROJECT IS NOT PART OF A RECYCLED WATER PROGRAM. POTABLE WATER WILL BE USED FOR IRRIGATION.



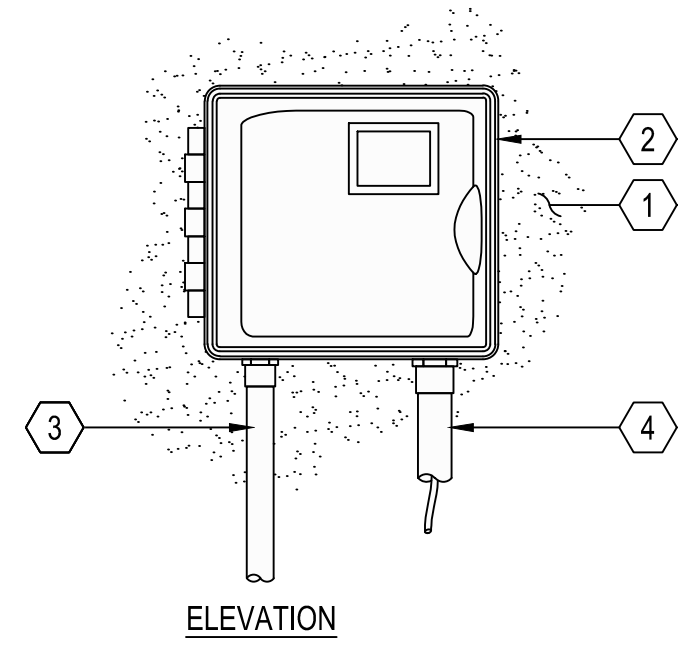
Rev #	Description	Date
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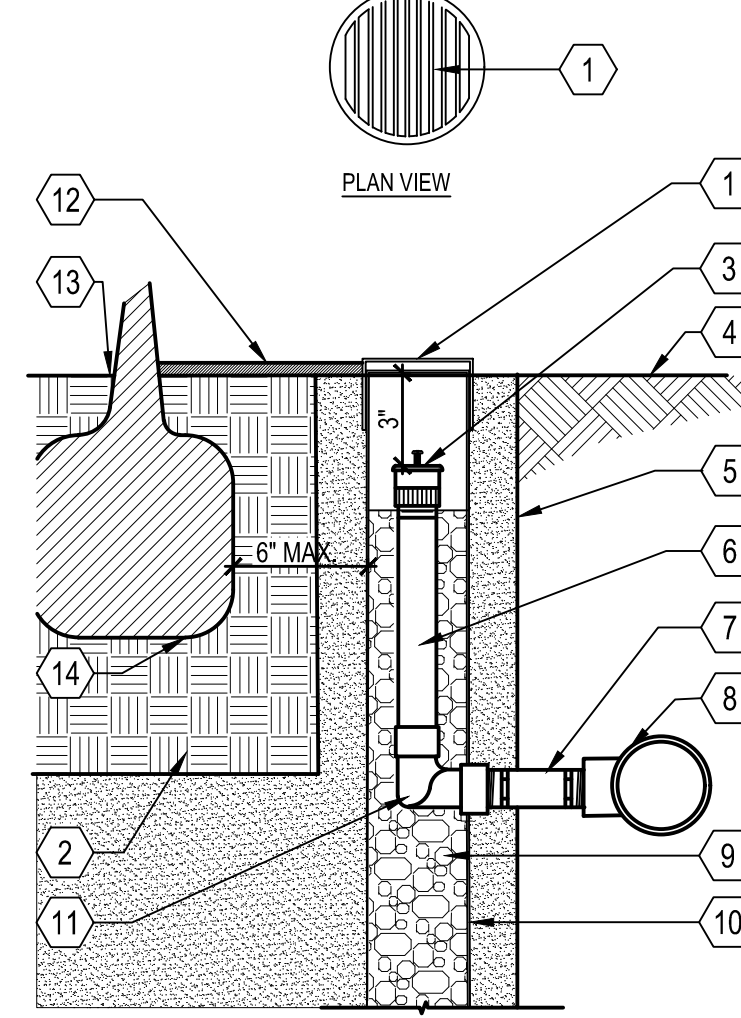
Sheet Title:
HYDROZONE PLAN

- NOTES:
- THIS DRAWING IS PROVIDED FOR REFERENCE ONLY.
 - INDIVIDUAL PROJECT REQUIREMENTS AND LOCAL CODES MAY DICTATE DIFFERENCES IN INSTALLATION PROCEDURES THAT ARE NOT IDENTIFIED ON THIS DETAIL.

- ALL ELECTRICAL WORK MUST CONFORM TO LOCAL CODES.
- VERIFY CONTROLLER LOCATION WITH PROJECT ELECTRICIAN.
- REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION REQUIREMENTS.
- IRRIGATION CONTROL WIRE IN CONDUIT, SIZE AND TYPE PER LOCAL CODES
- WALL SURFACE
- WALL MOUNT CONTROLLER, SEE IRRIGATION LEGEND FOR SPECIFICATION
- ELECTRICAL SUPPLY CONDUIT, CONNECT TO POWER SOURCE, J-BOX INSIDE CONTROLLER
- IRRIGATION LATERAL
- BUBBLER HEAD (SEE IRRIGATION LEGEND FOR MODEL)
- FINISHED GRADE
- LIMIT OF EXCAVATED TREE PLANTING PIT
- PVC SCHED. 80 NIPPLE LENGTH AS REQUIRED
- PVC LATERAL PIPE
- PVC SCH 40 TEE OR ELL CONNECTED TO IRRIGATION NON PRESSURE LATERAL LINE
- 3/4" DRAIN ROCK
- 4" ROUND PERFORATED PLASTIC DRAIN PIPE 18" LONG
- PVC SCHED. 40 90 ELL.
- SEE PLANS FOR ADJACENT MATERIAL
- PLANT CROWN
- ROOT BALL

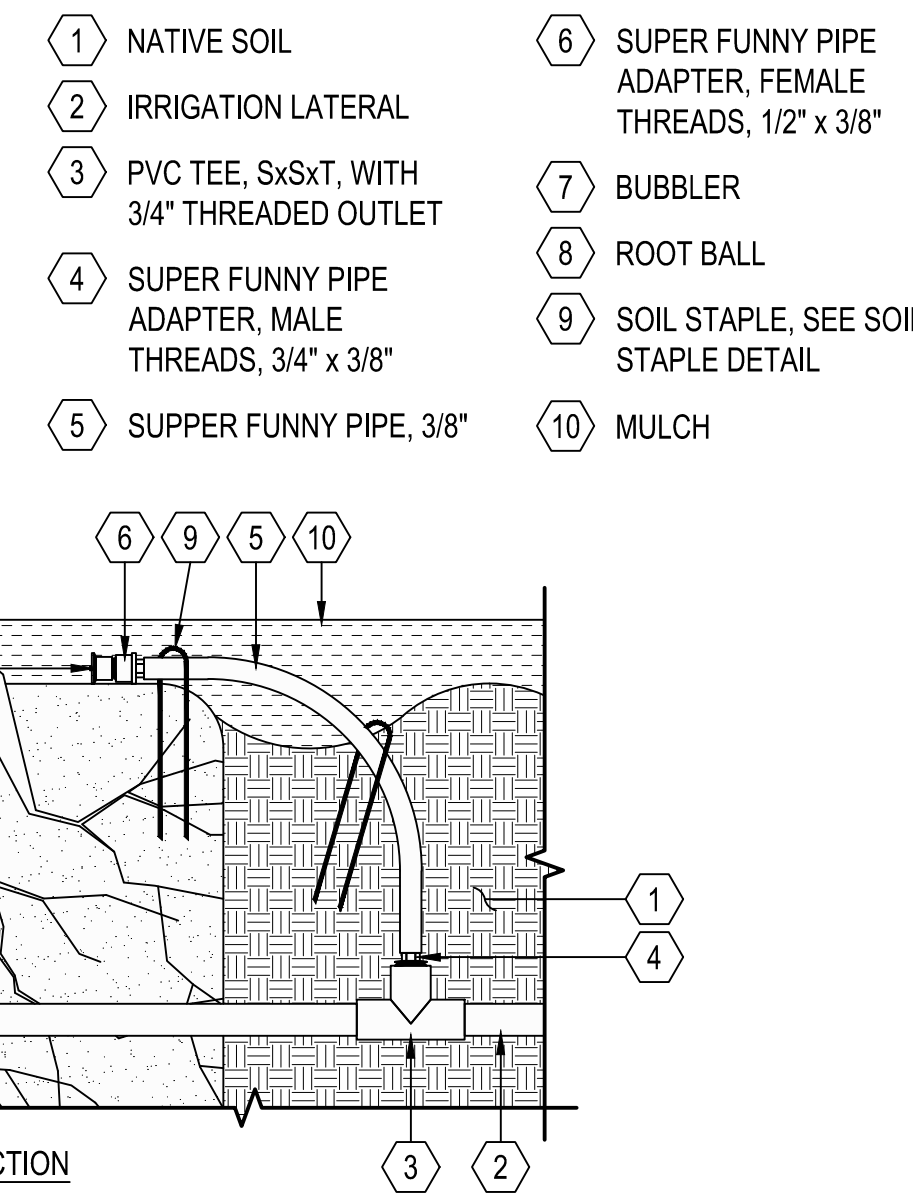


K WALL MOUNT CONTROLLER
SCALE: 2" = 1'-0"



H BELOW GRADE TREE BUBBLER
N.T.S.

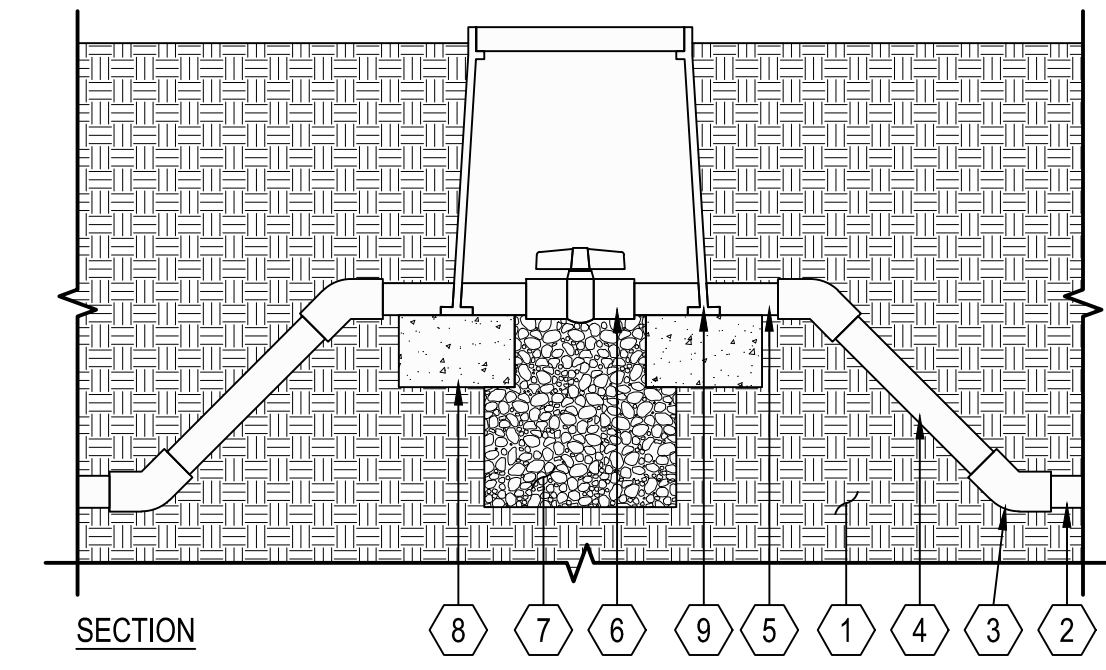
- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - ALLOW 6" BETWEEN TRUNK AND BUBBLER.
 - IF APPLICABLE, PLACE ALL BUBBLERS ON UPHILL SIDE OF TRUNK.
 - CONCEAL ALL EQUIPMENT UNDER MULCH.



E TREE BUBBLER
SCALE: 2" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

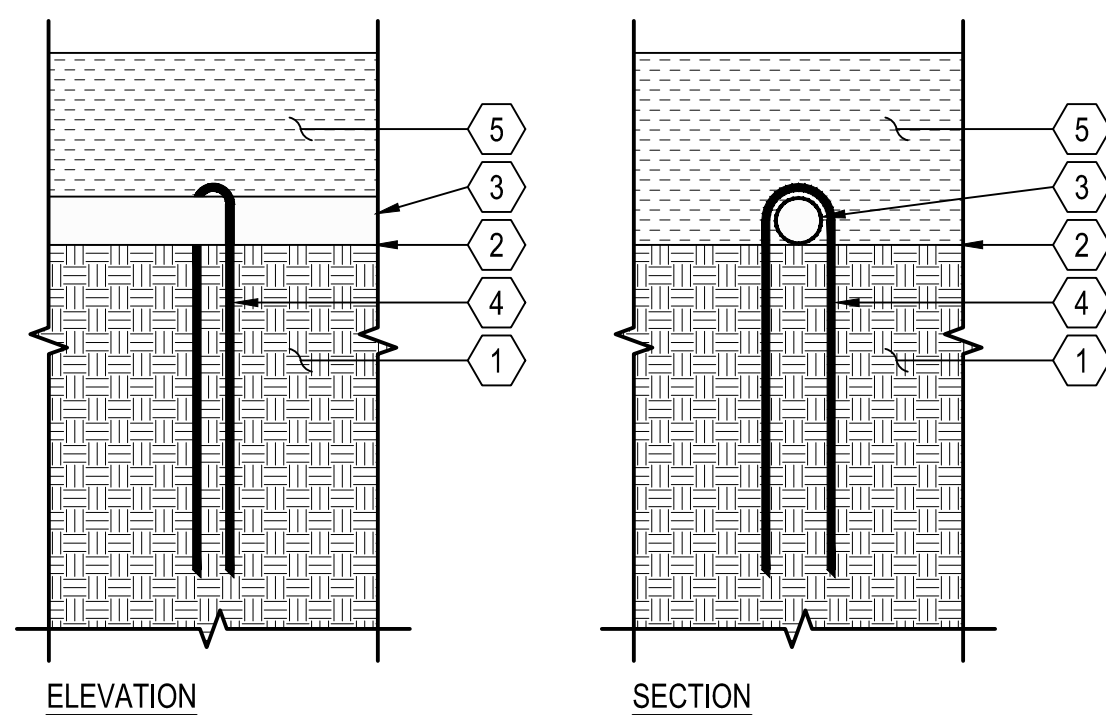
- NATIVE SOIL
- IRRIGATION MAINLINE, MINIMUM 18" DEEP
- PVC ELBOW, 45 DEGREES, SCH 40
- PVC, SCH 40
- PVC, SCH 40, MINIMUM 8" LONG BOTH SIDE OF BALL VALVE
- BALL VALVE
- PEA GRAVEL SUMP, 6" WIDE, 6" DEEP
- BRICK SUPPORTS
- PLASTIC VALVE BOX, 6" ROUND, LID SHALL BE 1" ABOVE FINISHED GRADE, HEAT BRAND "BV" ON LID IN 1" LETTERS



B BALL VALVE
SCALE: 2" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - LOCATE STAPLES ALONG TUBING PER MANUFACTURER'S RECOMMENDATIONS.

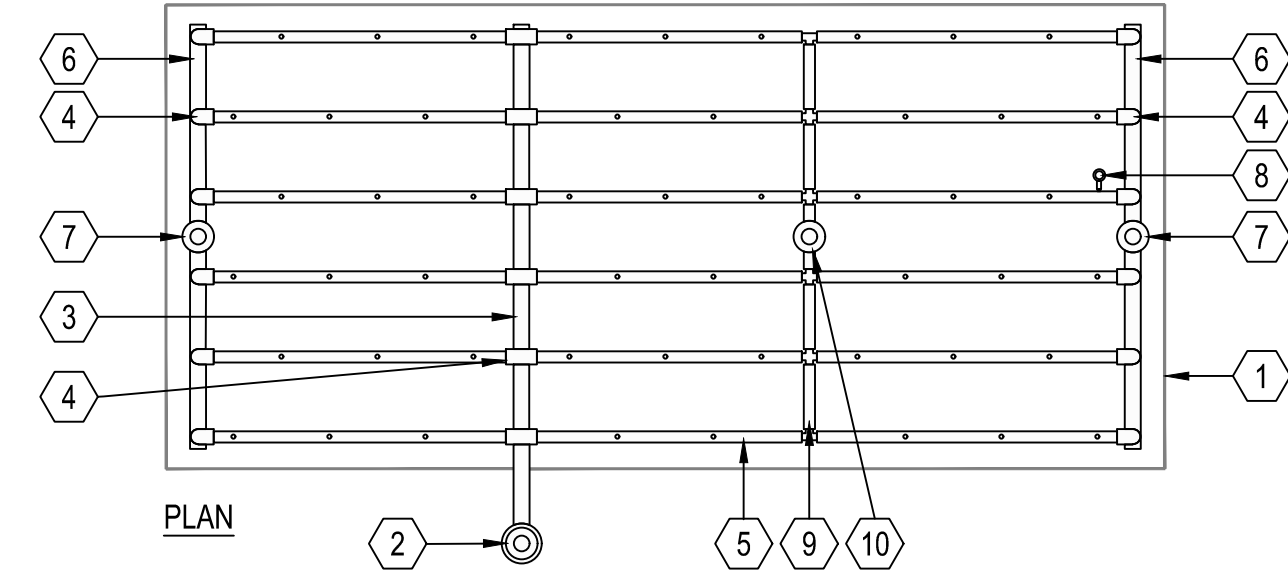
- NATIVE SOIL
- FINISHED GRADE
- DRIPLINE
- SOIL STAPLE
- MULCH, DEPTH PER SPECIFICATIONS AND PLANTING PLAN



J DRIPLINE SOIL STAPLE
SCALE: 4" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - SPACE DRIPLINE PER IRRIGATION LEGEND. PLACE PERIMETER DRIPLINE 2" TO 4" FROM PLANTING AREA PERIMETER.

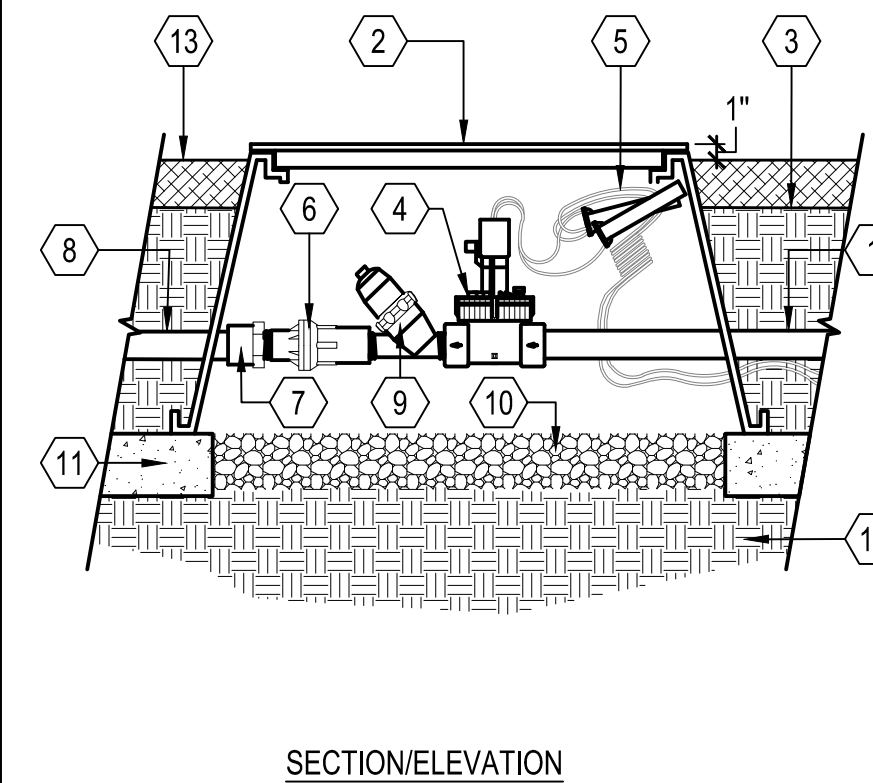
- PLANTING AREA PERIMETER
- DRIPLINE OPERATION INDICATOR
- AIR / VACUUM RELIEF LATERAL, BLANK DRIPLINE TUBING, PLACED ON MOUND OR BERM
- AIR / VACUUM RELIEF VALVE, PLACED AT HIGH POINT, PLUMBED TO BLANK DRIPLINE TUBING
- DRIPLINE
- PVC FLUSH MANIFOLD
- DRIPLINE FLUSH VALVE



G DRIPLINE CENTER-FEED LAYOUT
SCALE: 1" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.
 - INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

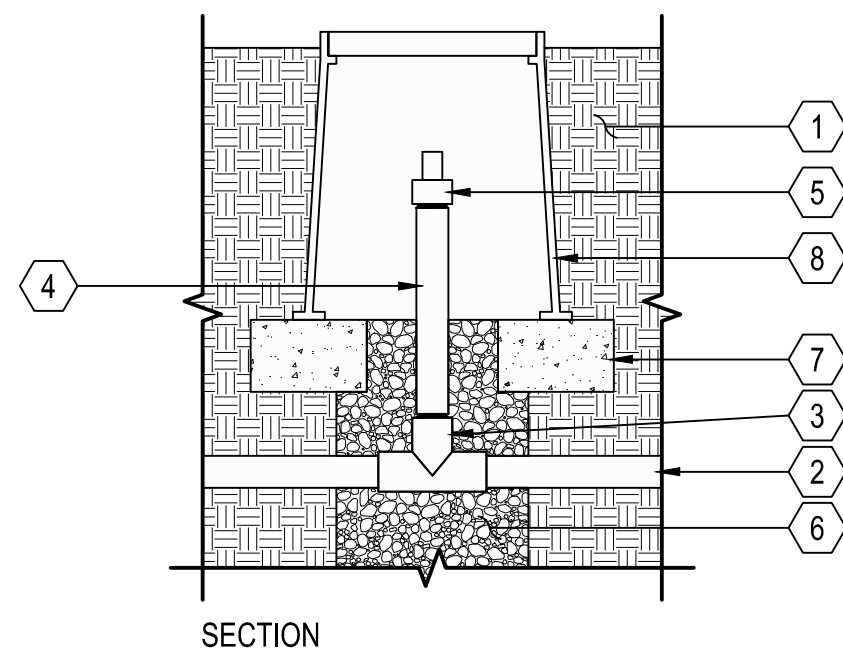
- PVC MAINLINE
- PLASTIC VALVE BOX, HEAT BRAND STATION NUMBER ON LID IN 2" CHARACTERS.
- FINISHED GRADE
- VALVE, SEE LEGEND
- CONTROL WIRES WITH 36" SERVICE COIL AND WATERPROOF WIRE CONNECTIONS, SEE LEGEND.
- PRESSURE REGULATOR, SEE LEGEND
- SCHEDULE 80 UNION
- PVC LATERAL
- FILTER, SEE LEGEND
- 1 CU. FT. PEA GRAVEL SUMP
- BRICK SUPPORTS
- NATIVE GRADE
- BARK MULCH / PLANTING (1" BELOW VALVE LID)



D DRIPLINE REMOTE CONTROL VALVE, PRESSURE REGULATOR AND FILTER
SCALE: N.T.S.

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - ONE FLUSH VALVE SHALL BE PLACED FOR EVERY 7 GPM PER ZONE AT LOW POINTS.

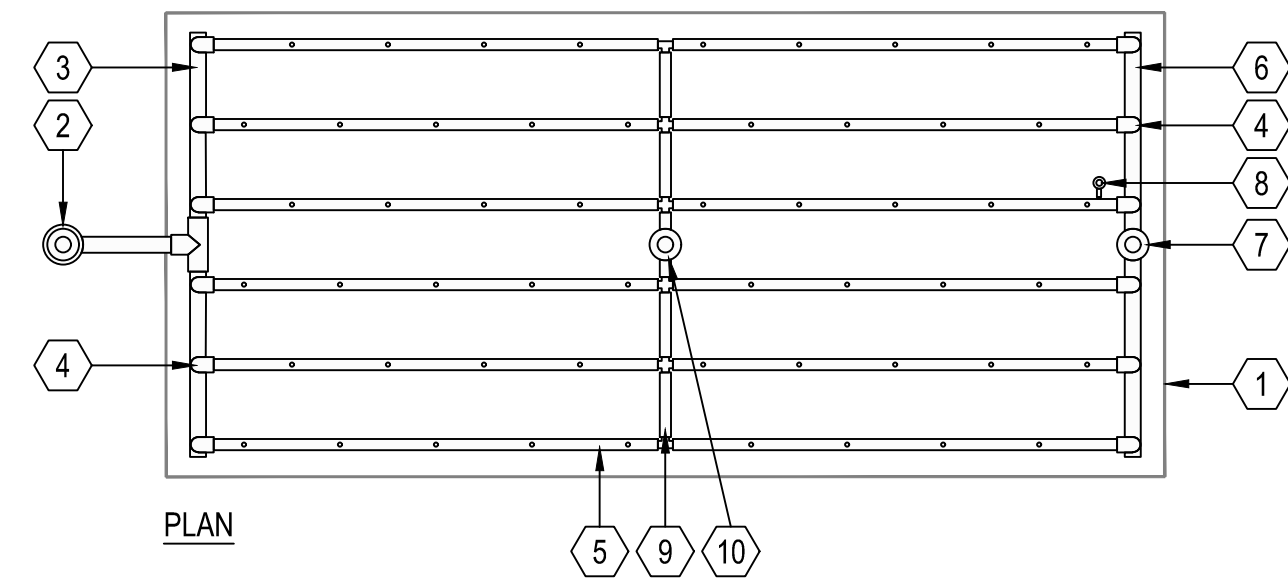
- NATIVE SOIL
- PVC FLUSH MANIFOLD, SEE DRIPLINE LAYOUT DETAILS
- PCV TEE, SxSxT, WITH 3/4" THREADED OUTLET
- 3/4" PVC NIPPLE, SCH 80
- DRIPLINE FLUSH VALVE
- PEA GRAVEL SUMP, 6" WIDE, 18" DEEP
- BRICK SUPPORTS
- PLASTIC VALVE BOX, 6" ROUND, LID SHALL BE 1" ABOVE FINISHED GRADE, HEAT BRAND "FV" ON LID IN 1" LETTERS



I DRIPLINE FLUSH VALVE
SCALE: 2" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATIONS.
 - INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - SPACE DRIPLINE PER IRRIGATION LEGEND. PLACE PERIMETER DRIPLINE 2" TO 4" FROM PLANTING AREA PERIMETER.

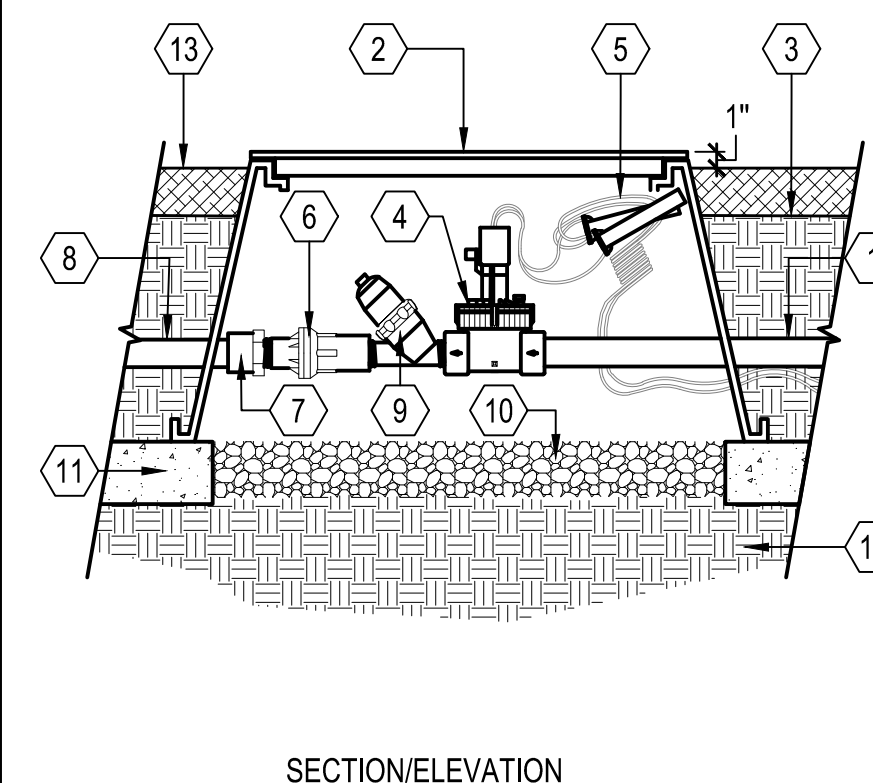
- PLANTING AREA PERIMETER
- DRIPLINE OPERATION INDICATOR
- AIR / VACUUM RELIEF LATERAL, BLANK DRIPLINE TUBING, PLACED ON MOUND OR BERM
- AIR / VACUUM RELIEF VALVE, PLACED AT HIGH POINT, PLUMBED TO BLANK DRIPLINE TUBING
- DRIPLINE
- PVC FLUSH MANIFOLD
- DRIPLINE FLUSH VALVE



F DRIPLINE END-FEED LAYOUT
SCALE: 1" = 1'-0"

- NOTES:
- SEE IRRIGATION LEGEND FOR EQUIPMENT SPECIFICATION.
 - INSTALL ALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

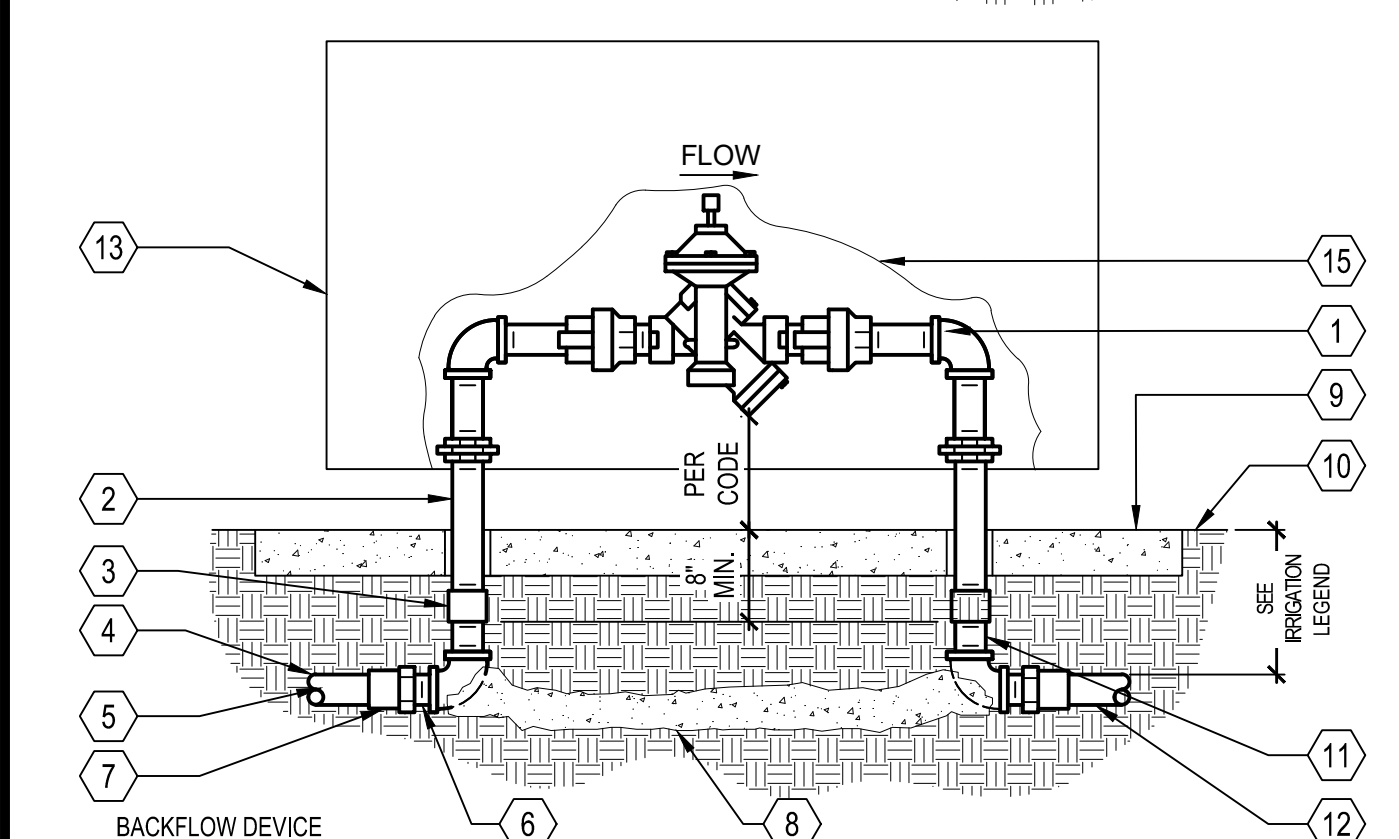
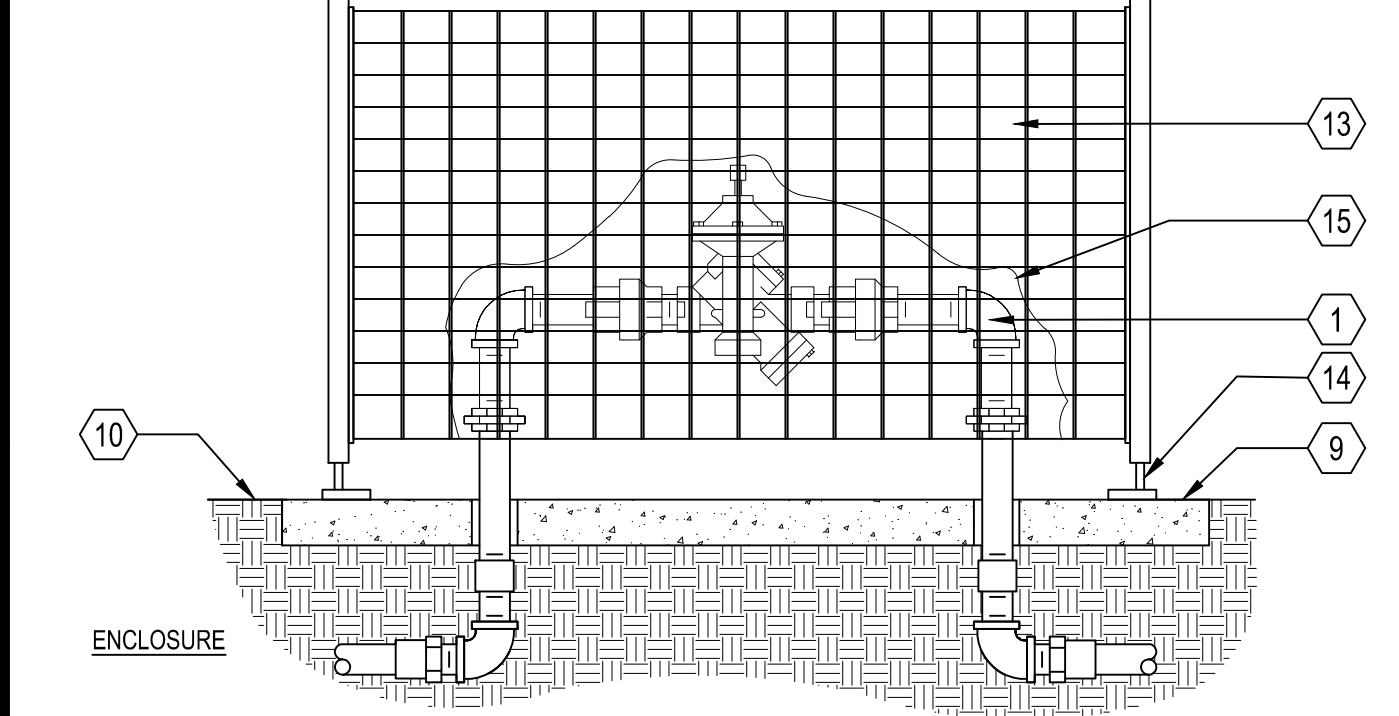
- PVC MAINLINE
- PLASTIC VALVE BOX, HEAT BRAND STATION NUMBER ON LID IN 2" CHARACTERS.
- FINISHED GRADE
- VALVE, SEE LEGEND
- CONTROL WIRES WITH 36" SERVICE COIL AND WATERPROOF WIRE CONNECTIONS, SEE LEGEND.
- PRESSURE REGULATOR, SEE LEGEND
- SCHEDULE 80 UNION
- PVC LATERAL
- FILTER, SEE LEGEND
- 1 CU. FT. PEA GRAVEL SUMP
- BRICK SUPPORTS
- NATIVE GRADE
- BARK MULCH / PLANTING (1" BELOW VALVE LID)



C BUBBLER REMOTE CONTROL VALVE, PRESSURE REGULATOR AND FILTER
SCALE: N.T.S.

- NOTES:
- NIPPLES AND FITTINGS TO BE SAME IPT SIZE AS BACKFLOW ASSEMBLY.
 - INSTALL GREEN WEATHER GUARD BACKFLOW BLANKET OR APPROVED EQUAL.
 - DISSIMILAR METALS SHALL BE SEPARATED BY AN APPROVED DIELECTRIC FITTING.
 - ENCLOSURE SHALL BE STRONG BOX LOW PROFILE SMOOTH TOUCH SBBC-30CR OR SBBC-45CR, COLOR DARK GREEN OR APPROVED EQUAL. ENCLOSURE SHALL BE SIZED BASED ON BACKFLOW DEVICE SIZE. CONTACT MANUFACTURER V.I.T. PRODUCTS 1-800-729-1314.

- REDUCED PRESSURE BACKFLOW ASSEMBLY PER IRRIGATION LEGEND
- SCH 40 GALVANIZED STEEL NIPPLES-2 TOTAL
- SCH. 80 PVC COUPLING- 2 TOTAL
- SCH. 80 PVC 90° ELBOW-2 TOTAL (T x T CONNECTION)
- PVC MAIN LINE TO POINT OF CONNECTION
- BUSH AS NECESSARY FOR SIZE TRANSITION
- SCH. 80 PVC MALE ADAPTER-2 TOTAL
- CONCRETE SUPPORT BLOCK
- POURED CONCRETE BASE-6" MIN. THICKNESS-EXTEND 4" BEYOND OUTSIDE DIMENSIONS OF ENCLOSURE
- FINISHED GRADE
- SCH. 80 PVC NIPPLE-2 TOTAL
- PVC MAIN LINE TO IRRIGATION SYSTEM
- BACKFLOW ENCLOSURE-SEE NOTE 4.
- ANCHOR ROD (TYPICAL)
- BACKFLOW BLANKET



A REDUCED PRESSURE BACKFLOW DEVICE ENCLOSURE AND BLANKET
SCALE: N.T.S.

Rev #	Description	Date
001	ISSUED FOR PD SUBMITTAL	05/13/24

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Sheet Title:
IRRIGATION DETAILS

DRAWING NAME: K:\2018\181371_WHCC\ENR\PLANNING\SHEETS\01-WHCC-SP.dwg
 PLOT DATE: 03-12-24 PLOTTED BY: wms



LEGEND

- PROPERTY LINE
- LIMIT OF WORK
- CITY LIMIT LINE
- VERTICAL CURB
- VERTICAL CURB & GUTTER
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- DETECTABLE WARNING SURFACE
- BIORETENTION BASIN
- FIRE HYDRANT
- BACK FLOW PREVENTER
- JUNCTION BOX
- CATCH BASIN / OVERFLOW DRAIN
- AREA DRAIN
- BUBBLER BOX
- STORM GATE VAULT

KEYNOTE

- ① NEW 6" CURB
- ② NEW 6" CURB WITH GUTTER
- ③ NEW VALLEY GUTTER
- ④ NEW ADA PARKING
- ⑤ NEW BIORETENTION BASIN
- ⑥ NEW CURB CUT

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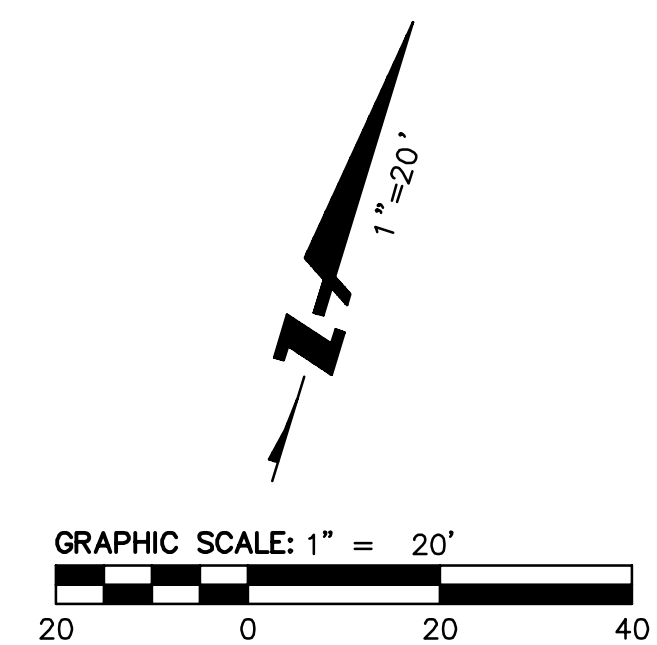
WEST HILLS COMMUNITY CHURCH
 16695 DeWitt Ave
 Morgan Hill, CA 95037
 Client: WHCC

Rev. #	Description	Date
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Project Number: 20181371
 Date: MAR 13, 2024
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 Checked by: RC

Sheet Title:
CONCEPTUAL SITE PLAN

C1.0



DRAWING NAME: K:\2018\181371_WHCC\ENG\PLANNING\SHEETS\02-WHCC-CD.dwg
 PLOT DATE: 03-12-24 PLOTTED BY: wms



LEGEND

PROPERTY LINE	---
CITY LIMIT LINE	- - - - -
GRADE BREAK	—+—+—+—
LIMIT OF WORK	—+—+—+—
VERTICAL CURB	—+—+—+—
VERTICAL CURB & GUTTER	—+—+—+—
CONCRETE PAVEMENT	▨
ASPHALT PAVEMENT	▩
DETECTABLE WARNING SURFACE	▧
BIORETENTION BASIN	▦
ROCK DISSIPATOR	▤
FIRE HYDRANT	⊕
BACK FLOW PREVENTER	⊖
JUNCTION BOX	⊗
CATCH BASIN / OVERFLOW DRAIN	⊙
AREA DRAIN	⊘
BUBBLER BOX	⊚
STORM GATE VAULT	⊛
PROPOSED GRADE ELEVATION	PV XX.XX
EXISTING GRADE ELEVATION	(PV XX.XX)
GRADE TO DRAIN	→
SLOPE/DIRECTION OF FLOW	2.0%

ABBREVIATIONS

FINISH FLOOR ELEVATION	FF
GRADE BREAK	GB
TOP OF CURB ELEVATION	TC
FLOW LINE ELEVATION ELEVATION	FL
HIGH POINT	HP
LOW POINT	LP
PAVEMENT	PV

NOTES

1. ESTIMATE EARTHWORK:
 CUT 3,800 CY
 FILL 0 CY
 EXPORT 3,800 CY

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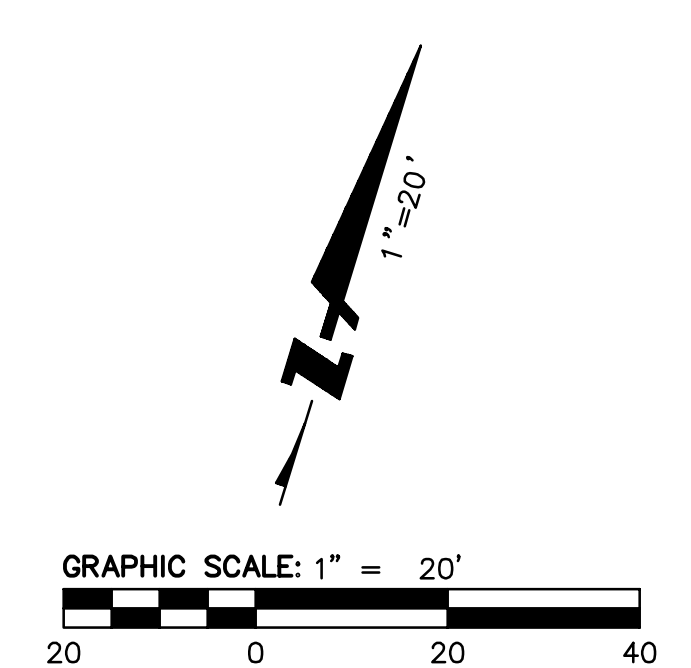
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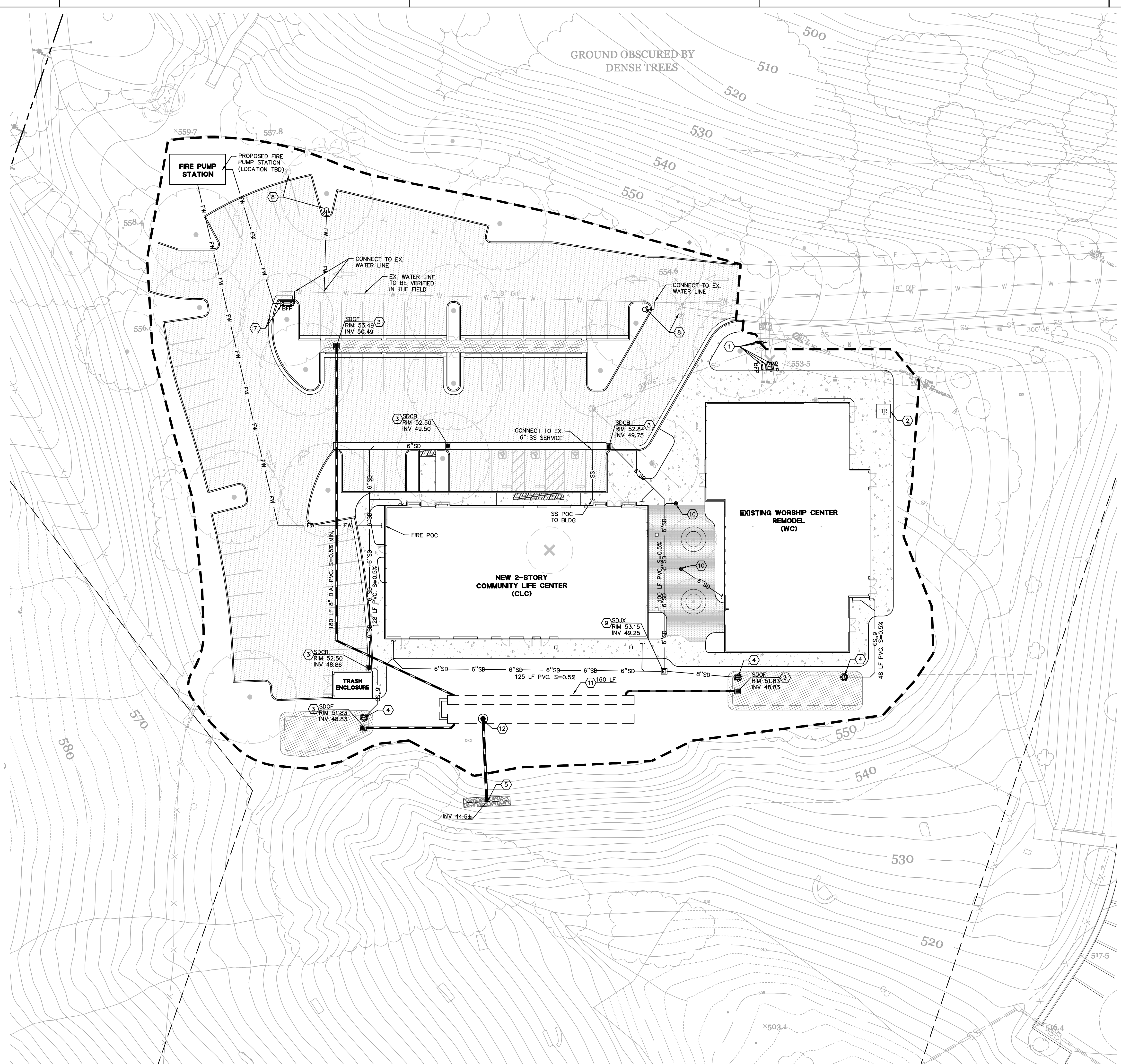
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 Date: MAR 13, 2024
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Sheet Title:
CONCEPTUAL GRADING AND DRAINAGE PLAN

C2.0





LEGEND

PROPERTY LINE	---
LIMIT OF WORK	----
CITY LIMIT LINE	-----
VERTICAL CURB	=====
VERTICAL CURB & GUTTER	=====
CONCRETE PAVEMENT	▨
ASPHALT PAVEMENT	▩
DETECTABLE WARNING SURFACE	▧
BIORETENTION BASIN	▦
ROCK DISSIPATOR	▥
STORM DRAIN (UNTREATED)	SD
STORM DRAIN (TREATED)	SD
JOINT TRENCH (FOR REFERENCE ONLY)	JT
EXISTING SANITARY SEWER LINE	SS
EXISTING STORM DRAIN LINE	SD
EXISTING WATER LINE	W
EXISTING ELECTRICAL LINE	E
FIRE WATER SEWER	FW
FIRE HYDRANT	⊕
BACK FLOW PRVENTER	BFP
JUNCTION BOX	⊞
CATCH BASIN / OVERFLOW DRAIN	⊞
AREA DRAIN	⊞
BUBBLER BOX	⊞
STORM GATE VAULT	⊞

KEYNOTE

- ① RELOCATED EXISTING BACKFLOW PREVENTER(S)
- ② NEW PAD MOUNTED TRANSFORMER
- ③ NEW CATCH BASIN
- ④ NEW STORM DRAIN BUBBLER
- ⑤ NEW WIDE ROCK DISSIPATOR
- ⑥ PROTECT EX FIRE HYDRANT IN PLACE
- ⑦ RELOCATE EX BACK FLOW PREVENTER
- ⑧ RELOCATE EX FIRE HYDRANT
- ⑨ NEW STORM DRAIN JUNCTION BOX
- ⑩ NEW AREA DRAIN
- ⑪ NEW 48" DIA. DETENTION PIPE, SEE DETAIL 3, SHEET C4.1
- ⑫ NEW STORM GATE VAULT WITH WEIR, SEE DETAIL 2, SHEET C4.1

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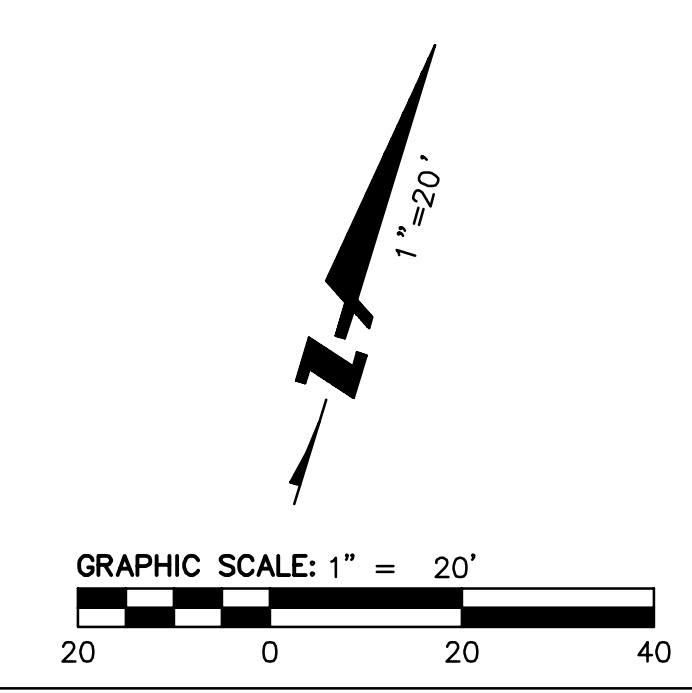
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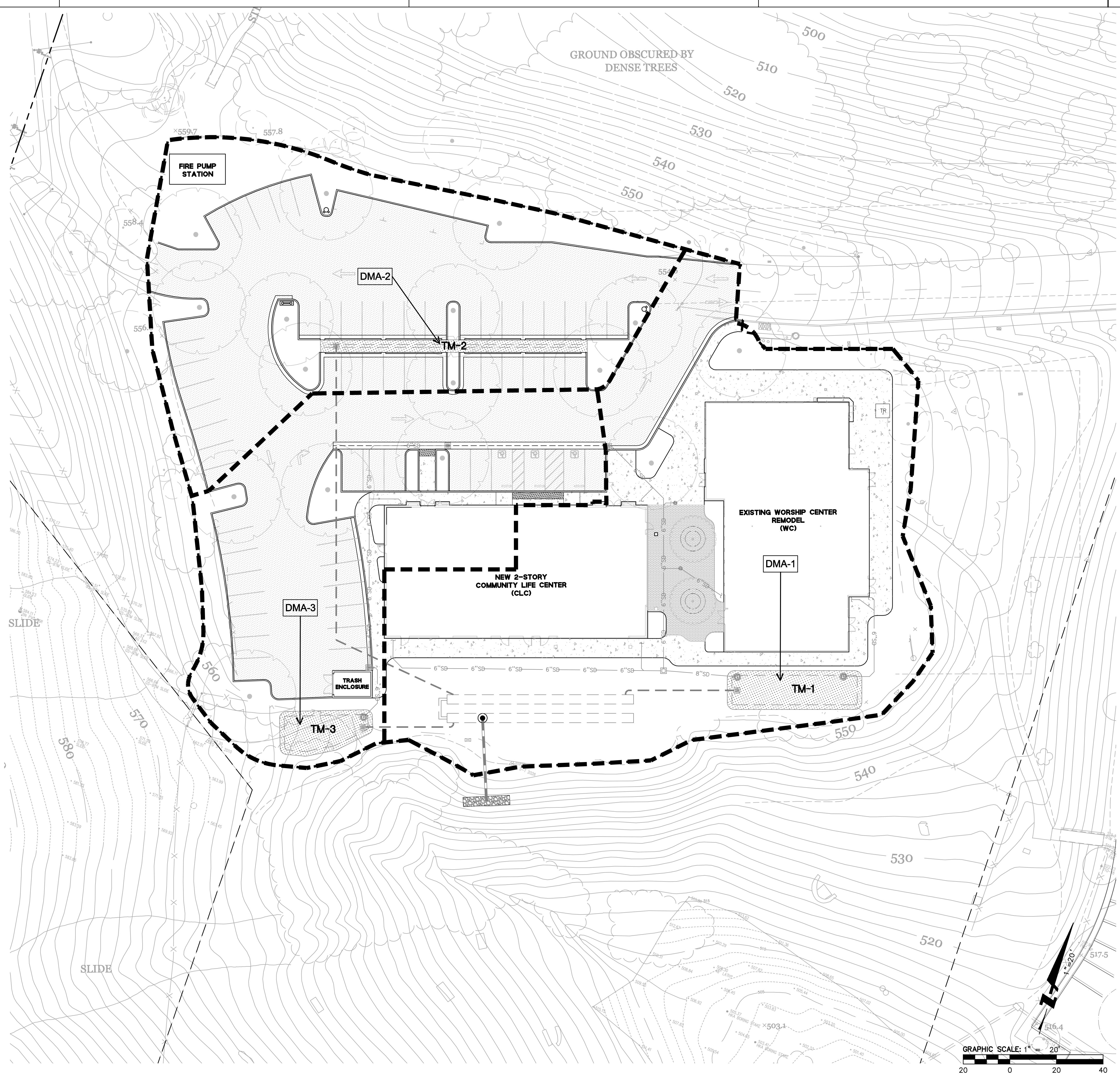
Project Number: 20181371
 Date: MAR 13, 2024
 Drawn by: SW
 Checked by: RC

Sheet Title:
CONCEPTUAL UTILITY PLAN

C3.0



DRAWING NAME: K:\2018\181371_MHCC\ENR\PLANNING\SHEETS\04-WHCC-SW.dwg
 PLOT DATE: 03-12-24 PLOTTED BY: mhcc



LEGEND

PROPERTY LINE: - - - - -
 DMA: - - - - -
 CITY LIMIT LINE: - - - - -
 STORM DRAIN (UNTREATED): -SD-
 STORM DRAIN (TREATED): - - - - -
 DRAINAGE MANAGEMENT AREA: DMA-X

NOTES

CALCULATIONS AND DESIGN CRITERIA CONTAINED WITHIN THIS REPORT ARE BASED ON THE CITY OF MORGAN HILL STORMWATER POST CONSTRUCTION STORMWATER REQUIREMENTS. THE FOLLOWING SUMMARIZES THE BASIS OF THE PROPOSED DESIGN.

PR NO. 1 – SITE DESIGN AND RUNOFF REDUCTION
 IN ORDER TO ACCOMMODATE LANDSCAPE/SURFACE-BASED STORMWATER TREATMENT SYSTEMS, THE SITE IS DESIGNED TO PROVIDE FOR OVERLAND FLOW TO BIORETENTION BASINS SITUATED WITHIN LANDSCAPED AREAS.

PR NO. 2 – WATER QUALITY TREATMENT
 A STORMWATER QUALITY PLAN WAS DEVELOPED AND INTEGRATED INTO THE GRADING DESIGN OF THE SITE. THE STORMWATER QUALITY PLAN SHEET TABULATES THE PROPOSED PERVIOUS AND IMPERVIOUS SURFACES AREAS FOR EACH DRAINAGE MANAGEMENT AREA (DMA). EACH DMA IS FITTED WITH A STORMWATER CONTROL MEASURE (SCM) THAT WAS SIZED USING THE SIMPLIFIED 4X METHOD FOR BIORETENTION FACILITIES.

PR NO. 3 – RUNOFF RETENTION
 FOR THE PURPOSES OF PR 3, THE SITE IS TAKEN TO BE WITHIN WMZ 1 (WATERSHED MANAGEMENT ZONE 1) WITH A REQUIREMENT FOR OPTIMIZED INFILTRATION, PREVENTING RUNOFF FROM STORM EVENTS UP TO THE 95TH PERCENTILE 24-HOUR RAINFALL EVENT. AS WITH PR NO. 2, THE WATER QUALITY STORAGE VOLUME REQUIREMENT WAS CALCULATED USING THE SIMPLE METHOD PER CITY OF MORGAN HILL STORMWATER POST CONSTRUCTION STORMWATER REQUIREMENTS. THE PROJECTS 95TH PERCENTILE 24-HOUR RAINFALL EVENT IS 1.9 INCHES.

PR NO. 4 – PEAK MANAGEMENT
 RATIONAL METHOD WAS USED TO CALCULATE THE PEAK DISCHARGE. THE PR NO. 4 PEAK CONTROL REQUIRES THAT THE POST PROJECT PEAK FLOWS DO NOT EXCEED PRE-PROJECT PEAK FLOWS FOR THE 2, 5 AND 10YEAR STORM EVENTS. THE PROJECT MEETS THE PR NO.4 REQUIREMENT.

Performance Requirement No. 2 - Water Quality Treatment									
DMA Name	DMA Area (SF)	Pervious DMA	Impervious DMA Area	Effective Impervious	Facility Name	Sizing Factor	Minimum Facility	Proposed Facility	
DMA-1	32,257	10,306	21,951	22,982	TM-1	0.04	919	953	
DMA-2	20,727	7,086	13,641	14,350	TM-2	0.04	574	596	
DMA-3	17,380	3,799	13,581	13,961	TM-3	0.04	558	650	
Total	70,364	21,191	49,173				2,052	2,199	

Total New Impervious Area	0
Total Replaced Impervious	44,776
Detention Reduction (SF)	22,388
Retention Tributary Area (SF)	22,388

Performance Requirement No. 3 - Runoff Retention (Simple Method)

Retention Volume = $C \times \text{Rainfall Depth} \times \text{Retention Tributary Area}$

$C = 0.858i^3 - 0.78i^2 + 0.774i + 0.04$

$i = 0.70$

$C = 0.49$

Rainfall Depth = 1.9 inches

Retention Tributary Area = 22,388 sqft

Retention Volume = 1747 cuft

Retention Pipe Dia = 48 inches

Hydraulic Storage per Linear Foot = 12.6 cf

Required Length of Retention Pipe = 139 ft

Provide Length of Retention Pipe = 160 ft

Performance Requirement No. 4 - Peak Management						
Frequency	Cpre	Cpost	I (in/hr)	Area (ft)	Qpre (cfs)	Qpost (cfs)
2-yr, 10 min	0.52	0.49	1.3	70,364	1.1	1.0
5-yr, 10 min	0.52	0.49	1.8	70,364	1.5	1.4
10-yr, 10 min	0.52	0.49	2	70,364	1.7	1.6

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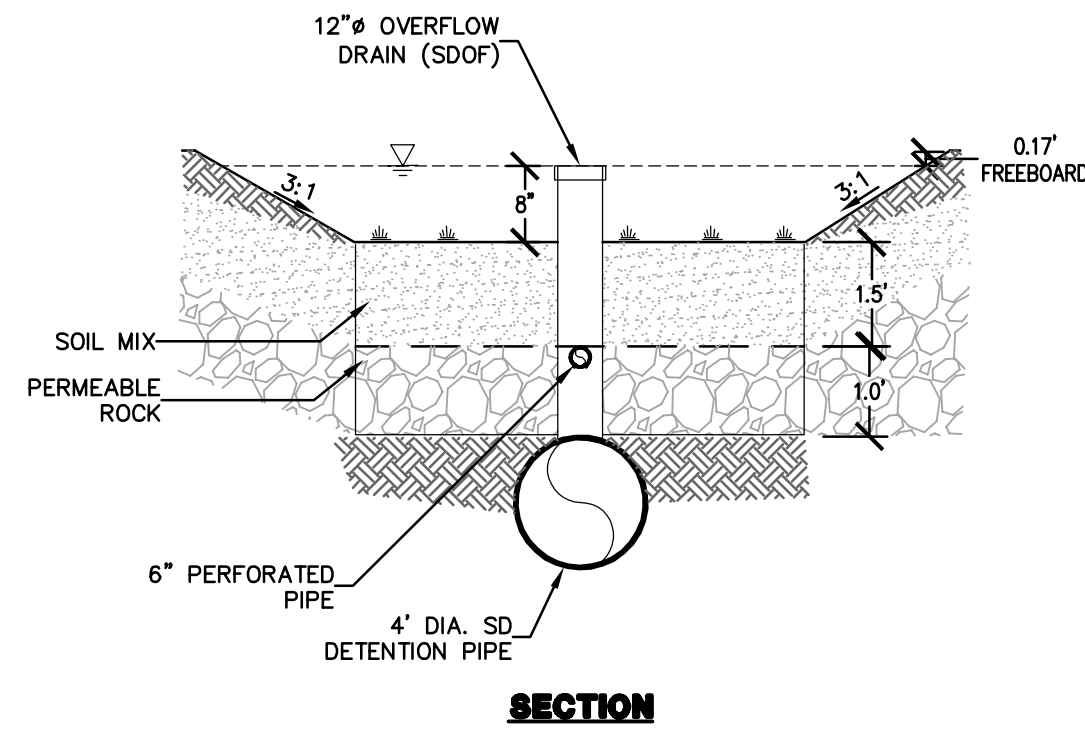
WEST HILLS COMMUNITY CHURCH
 16695 DeWitt Ave
 Morgan Hill, CA 95037
 Client: WHCC

Rev. #	Description	Date
001/2024	ISSUED FOR PD SUBMITTAL	

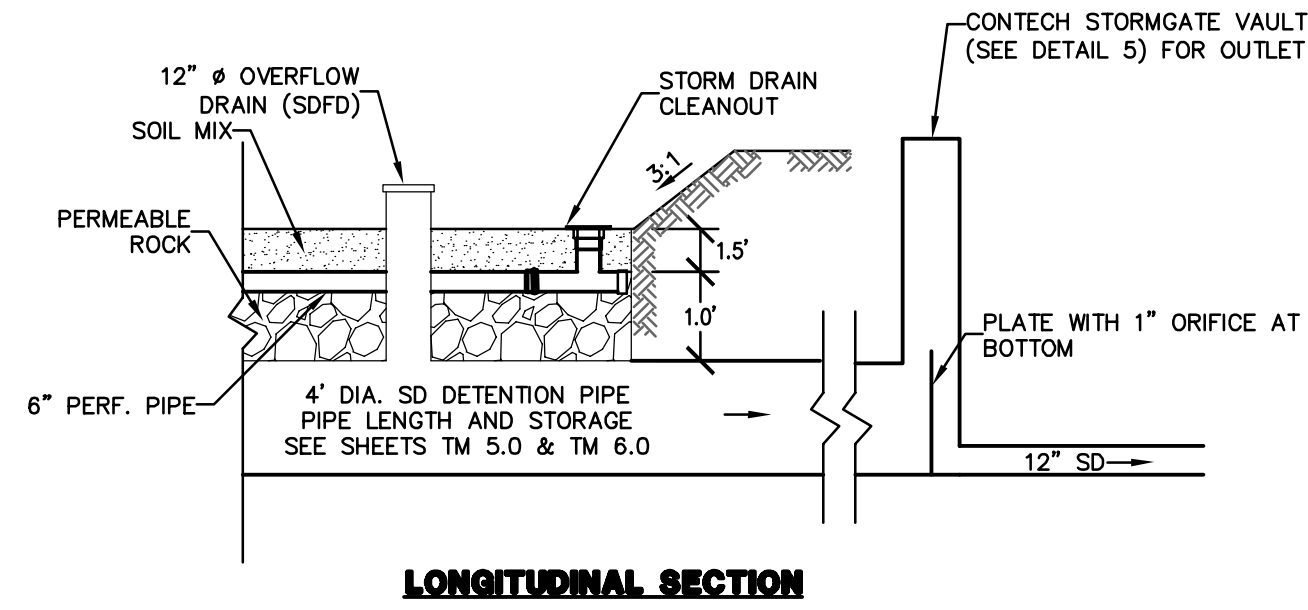
Project Number: 20181371
 Date: MAR 13, 2024
 Drawn by: SW
 Checked by: RC

Sheet Title:
CONCEPTUAL STORMWATER MANAGEMENT PLAN

C4.0

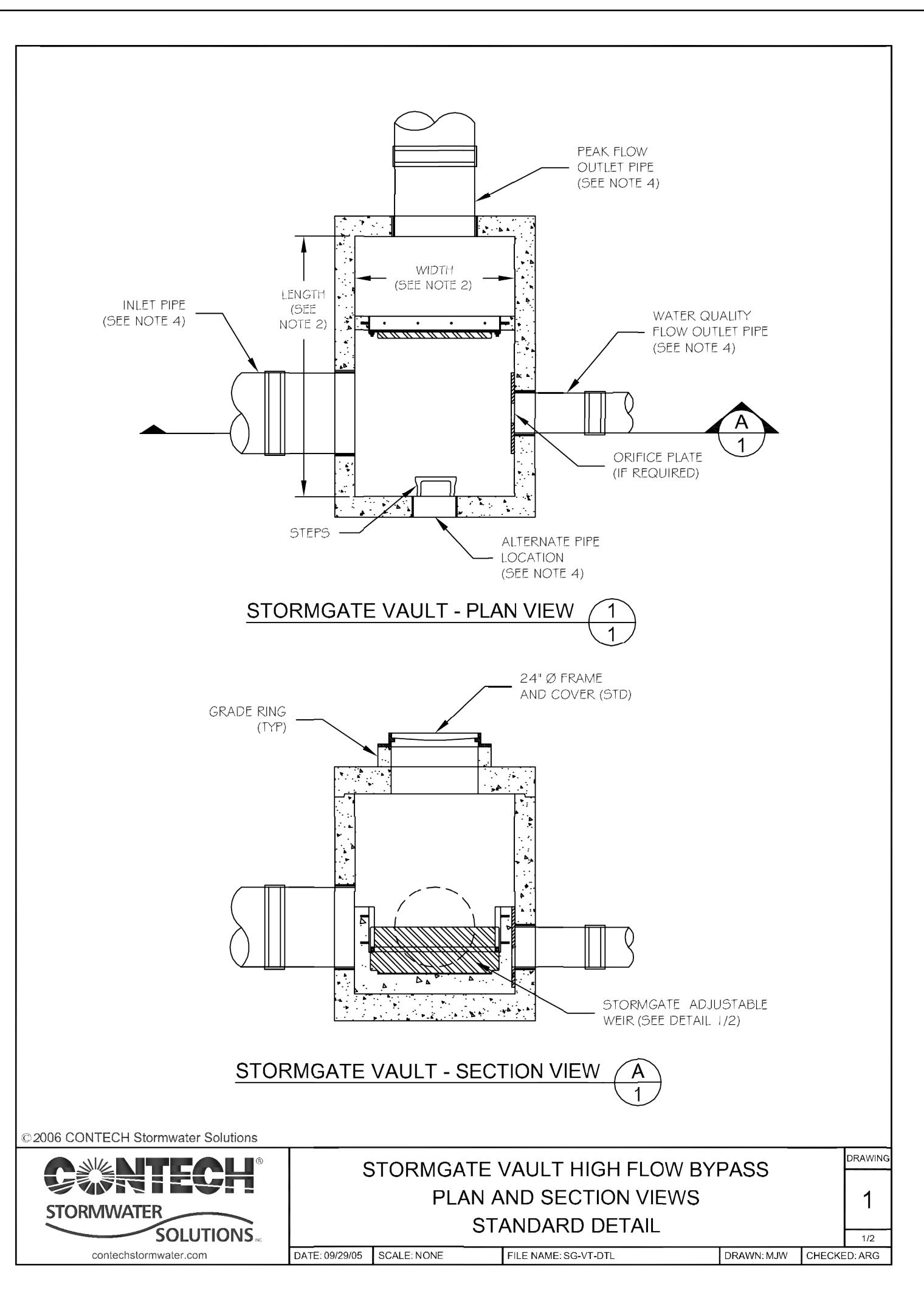


SECTION



LONGITUDINAL SECTION

1 BIORETENTION BASIN AND OVERSIZE DETENTION PIPE
SCALE: NTS



STORMGATE VAULT - PLAN VIEW

STORMGATE VAULT - SECTION VIEW

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STORMWATER SOLUTIONS

STORMGATE VAULT HIGH FLOW BYPASS
PLAN AND SECTION VIEWS
STANDARD DETAIL

DATE: 09/28/05	SCALE: NONE	FILE NAME: SG-VT-DTL	DRAWN: MJM	CHECKED: ARG
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2 STORM GATE VAULT WITH WEIR
SCALE: NTS

- CMP for Subsurface Infiltration**
- CMP infiltration systems can be designed to meet HS 20 or greater load requirements with proper depths of cover.
 - Protective pipe coatings such as Aluminized Type 2 (ALT2), Galvanized, and Polymer-Coated are matched to the pH and resistivity of the surrounding soil. See table 3 for additional information.
 - CMP infiltration systems need to be surrounded by clean crushed stone to provide increased capacity utilizing storage in the void space. The system is then wrapped with fabric on the sides and top. The fabric is primarily used to keep native soils from filling stone voids and reducing long term storage capacity.

Storage Volumes for Corrugated Steel Pipe

Round Pipe - Hydraulic Storage per Linear Foot		Pipe Arch - Hydraulic Storage per Linear Foot		
Diameter (Inches)	Hydraulic Storage (CF per FT)	2 2/3" x 1/2" Corrugated Steel Pipe		
Diameter (Inches)	Pipe Arch Equivalent Size (Inches)	Hydraulic Storage (CF per FT)		
12	0.8	15	17 x 13	1.1
15	1.2	18	21 x 15	1.6
18	1.8	21	24 x 18	2.2
21	2.4	24	28 x 20	2.4
24	3.1	30	35 x 24	4.5
30	4.9	36	42 x 29	6.5
36	7.1	42	49 x 33	8.9
42	9.6	48	57 x 38	11.6
48	12.6	54	64 x 43	14.7
54	15.9	60	71 x 47	18.1
60	19.6	66	77 x 52	21.9
66	23.8	72	83 x 57	26.0
72	28.3	Pipe Arch - Hydraulic Storage per Linear Foot		
78	33.2	Diameter (Inches)	Pipe Arch Equivalent Size (Inches)	Hydraulic Storage (CF per FT)
84	38.5	54	60 x 46	15.6
90	44.2	60	66 x 51	19.3
96	50.3	66	73 x 55	23.2
102	56.7	72	81 x 59	27.4
108	63.6	78	87 x 63	32.1
114	70.9	84	95 x 67	37.0
120	78.5	90	103 x 71	42.4
126	86.6	96	112 x 75	48.0
132	95.0	102	117 x 79	54.2
138	103.9	108	126 x 83	60.5
144	113.1	114	137 x 87	67.4
		120	142 x 91	74.5



3 DETENTION PIPE
SCALE: NTS

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Client: WHCC

Rev. #	Description	Date
05/13/24	ISSUED FOR PD SUBMITTAL	

Project Number: 20181371
Date: MAR 13, 2024
Drawn by: SW
Checked by: RC

Sheet Title:
DETAILS

C4.1

Recording requested by and
when recorded mail to:

WEST HILLS COMMUNITY CHURCH
16695 DEWITT AVE.
MORGAN HILL, CA 95037

space above this line for recorder's use

APNs: 773-09-018;773-09-011; 773-09-027; and 773-09-028

AMENDED AND RESTATED EASEMENT AGREEMENT

This AMENDED AND RESTATED EASEMENT AGREEMENT (this "Agreement") is entered into between WEST HILLS COMMUNITY CHURCH, a California nonprofit corporation (the "Church") (successor-in-interest to South Valley Christian Church of Morgan Hill), SANTA CLARA VALLEY OPEN SPACE AUTHORITY, a special district ("OSA"), and MARK C. MILLER and JANE MILLER, OR THEIR SUCCESSOR(S), TRUSTEES OF THE MILLER 2005 REVOCABLE TRUST DATED APRIL 15, 2005 (collectively, the "Miller Family"), and is dated effective as of _____, 2025 (the "Effective Date"). The Church, OSA, and the Miller Family are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. The Church (as successor-in-interest to Hillside Church of Morgan Hill), OSA (as successor-in-interest to B. Neil Davis and Sue Davis, his wife, as to a 1/3 interest, Richard Gunderson and Heidi Gunderson, his wife, as to a 1/6 interest, and Roger J. Jackman, a married man, as to a 1/3 interest, and J. Collen Schofield and Betty V. Schofield, his wife, as to a 1/6 interest), and the Miller Family (as successors-in-interest to S. N. Miller and Norma Miller, his wife) are parties to that certain Easement and Road Maintenance Agreement recorded on June 24, 1977 in C. 945, Page 158 as Instrument No. 5698185 in the Santa Clara County Official Records (the "Existing Agreement").
- B. The Church owns the property described on Exhibit A (the "Church Property"). OSA owns the neighboring property described on Exhibit B (the "OSA Property"). The Miller Family owns the neighboring property described on Exhibit C attached hereto (the "Miller Property") and, together with the Church Property and the OSA Property, the "Properties").
- C. Pursuant to the terms of the Existing Agreement (i) OSA is the beneficiary of an easement (the "Existing OSA Easement") encumbering the Church Property and the Miller Property for the purpose of unlimited residential traffic and for the installation of utilities to service the OSA Property; and (ii) the Church is the beneficiary of an easement (the "Existing Church Easement") encumbering the Miller Property for the purpose of unlimited residential and church traffic purposes and for installation of utilities to service the Church Property.

- D. The Church intends to redevelop the Church Property.
- E. The Church, OSA, and the Miller Family each desire to modify and supersede the Existing Agreement and grant certain easements in, to, over and across the Church Property and Miller Property, respectively.

AGREEMENT

NOW, THEREFORE, with reference to the foregoing recitals, and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. **Effect of Existing Agreement.** Effective as of the date of recording of this Agreement, the Existing Agreement is hereby terminated in its entirety and is superseded by the provisions hereof, and the Church Property and the Miller Property are hereby released from the Existing OSA Easement, and the Miller Property is hereby released from the Existing Church Easement. Subject to the terms of this Agreement, including but not limited to the Easements granted herein, (i) OSA does hereby remise, release and forever quitclaim any right, title, or interest in the Existing OSA Easement and Existing Agreement; and (ii) the Church does hereby remise, release and forever quitclaim any right, title, or interest in the Existing Church Easement and Existing Agreement.
- 2. **Grant of Easement.**
 - (a) New OSA Easement.
 - i. Encumbering Church Property. The Church hereby grants and conveys to OSA and its successors and assigns, an appurtenant easement for vehicular ingress and egress on, over, upon, across and through that portion of the Church Property legally described on Exhibit D-1 and depicted on Exhibit D-2 (the “OSA/Church Easement Area”) for: (1) the sole purposes of accessing, studying, managing, and maintaining the OSA Property in its natural state or for trail park purposes by OSA and OSA’s personnel, employees, consultants, agents and invitees; (2) unlimited residential traffic; and (3) the installation of necessary utilities to service the OSA Property (collectively, the “OSA Permitted Uses”).
 - ii. Encumbering Miller Property. The Miller Family hereby grants and conveys to OSA and its successors and assigns, an appurtenant easement for vehicular ingress and egress on, over, upon, across and through that portion of the Miller Property legally described on Exhibit E-1 and depicted on Exhibit E-2 (the “OSA/Miller Easement Area” and, together with the OSA/Church Easement Area, the “New OSA Easement Area”) for the OSA Permitted Uses. The easements described in this Section 2(a) are referred to herein collectively as the “New OSA Easement”.

- iii. No Right of Public Access. Nothing contained in this Agreement shall be deemed to be a gift or dedication of the Church Property or Miller Property, or any portion thereof, to the general public and the New OSA Easement does not convey to the general public any right of access to or use of the Church Property or Miller Property. OSA shall not facilitate or invite members of the public to access the New OSA Easement Area for the purpose of accessing the OSA Property for recreational or visitor-serving commercial uses.
 - (b) New Church Easement. The Miller Family hereby grants and conveys to the Church and its successors and assigns, an appurtenant easement (the “New Church Easement” and, together with the New OSA Easement, the “Easements”) for vehicular ingress and egress on, over, upon, across and through that portion of the Miller Property legally described on Exhibit F (the “Church Easement Area”) for unlimited church traffic purposes and for installation of necessary utilities to service the Church Property.
3. **Requirements.** The New OSA Easement is subject to the following:
- (a) OSA may use the New OSA Easement only for the OSA Permitted Uses and for no other purpose.
 - (b) If OSA intends to make any material alterations to any of the New OSA Easement Area in connection with the installation of utilities to service the OSA Property, OSA shall give the Church and the Miller Family prior notice of such alterations and shall work cooperatively with the Church and Miller Family in scheduling the performance of such work to minimize interference with the Church’s use of the Church Property or the Miller Family’s use of the Miller Property. Except as expressly set forth in this Section 3(b), OSA shall have no right to make any material alterations to the New OSA Easement Area without the prior written consent of the Church and Miller Family.
 - (c) OSA may not use, store, or transport any substance or material designated as toxic or hazardous by Law on the Church Property; provided, however, that OSA may transport across the Church Property herbicides, pesticides, or other substances or materials commonly used for open space management, or needed for the construction, repair and maintenance of improvements or residences on the OSA Property.
 - (d) Neither OSA nor the Church may erect, install or maintain any barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles on or anywhere within the New OSA Easement Area, including any obstacles which would interfere with, impede, slow, divert or in any way prevent pedestrian or vehicular traffic from fully passing within, through or across the New OSA Easement Area.
 - (e) OSA is solely responsible for ensuring that its tenants, licensees and invitees, and their respective employees, consultants, contractors, agents, successors and assigns (collectively, the “OSA Parties”) comply with Law and this Agreement.

- (f) The Church is solely responsible for ensuring that its tenants, licensees and invitees, and their respective employees, consultants, contractors, agents, successors and assigns (collectively, the “Church Parties”) comply with Law and this Agreement.
 - (g) OSA shall keep the Church Property free of any liens or encumbrances arising from its activities in the New OSA Easement Area.
 - (h) There shall be no parking within the New OSA Easement Area. OSA shall not obstruct and shall take such actions as may be reasonably necessary to ensure that the OSA Parties do not obstruct the New OSA Easement Area. The Church shall not obstruct and shall take such actions as may be reasonably necessary to ensure that the Church Parties do not obstruct the New OSA Easement Area.
4. **Reservations.** The Church hereby reserves unto itself and its successors and assigns all rights to use the OSA/Church Easement Area for any purpose that is not inconsistent or adverse to the OSA Permitted Uses or does not interfere with the OSA Permitted Uses. If the Church elects to construct improvements on the Church Property or perform any repairs, maintenance or other improvements to the Church Property that would interfere with OSA’s use of the OSA/Church Easement Area, the Church shall give OSA prior notice of such scheduled repair, maintenance, or improvement work, and shall work cooperatively with OSA to minimize interference with OSA’s use of the New OSA Easement.
5. **Maintenance.** The Church shall be responsible for the operation, inspection, maintenance, repair, restoration and replacement (collectively, the “Maintenance Obligations”) for (i) the Maintenance Obligations for the Church Easement Area and the OSA/Miller Easement Area; and (ii) a portion of the OSA/Church Easement Area as identified on Exhibit G attached hereto, while OSA shall be responsible for the Maintenance Obligations for a separate portion of the OSA/Church Easement Area as identified on Exhibit G attached hereto, in each case including (1) all day-to-day routine maintenance and sweeping; and (2) capital maintenance and repairs; provided, however, that in no event shall the Church or the Miller Family have any obligation to make any water, sewer, utility, roadway, or other improvements within the New OSA Easement Area to serve any prospective residential or other use upon the OSA Property. All Maintenance Obligations shall be performed in a commercially reasonable manner in accordance with good maintenance practices and in compliance with all Laws. Maintenance Obligations shall be performed in accordance with the requirements set forth in this Agreement and, to the extent reasonably practicable, in such a manner as to reasonably minimize any noise, vibration, particulates and dust infiltration or other disturbances which would unreasonably disturb the Parties or the Properties. Notwithstanding the foregoing, in the event of a change of the current use of the OSA Property (i.e., undeveloped open space) to a residential use, then OSA shall be responsible for 20% of the actual maintenance cost of the OSA/Church Easement Area and the OSA/Miller Easement Area, and Church shall be responsible for 80% of such maintenance cost.
6. **Intentionally Omitted.**

7. **Default.** If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party shall give written notice of such default to the defaulting Party. The defaulting Party shall have thirty (30) days after receipt of such written notice to cure such default, provided that if such default shall not be capable of being cured within such thirty (30) day period, the defaulting Party shall have such additional time as may be reasonably required to cure such default, provided that the defaulting Party has promptly commenced such cure within such thirty (30) day period, and thereafter diligently prosecutes and completes such cure. If any Party does not cure a default by such Party hereunder within the time period set forth above, the other Party shall be entitled to exercise such remedies as may be available at law or in equity. Notwithstanding the foregoing, if default arises due to hindrance or obstruction of the access or use of the New OSA Easement Area by any of the Parties having a right to access or use thereto, the non-defaulting Party shall give written notice to the defaulting Party, but time to cure is not required and a non-defaulting Party may seek immediate remedies, including injunctive relief, as may be available in law and equity.
8. **Term.** The Easements shall exist in perpetuity.
9. **Intentionally Omitted.**
10. **Miscellaneous.**
 - (a) **Attorneys' Fees.** If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including attorneys' fees. This Section shall survive termination of this Agreement.
 - (b) **Notices.** For a notice to be valid under this Agreement, it must be (a) in writing, (b) addressed to the receiving party at the address indicated below (unless notice of a different address has been previously given), and (c) delivered by (i) overnight courier, (ii) certified U.S. mail return receipt requested, or (iii) email. Counsel for a party may send notice on behalf of its client.

The Church: West Hills Community Church
16695 Dewitt Ave.
Morgan Hill, CA 95037

OSA: Santa Clara Valley Open Space Authority
33 Las Colinas Lane
San Jose, CA 95119

The Miller Family: Mark and Jane Miller
16705 DeWitt Avenue
Morgan Hill, CA 95037

- (c) **Covenants.** The easements and covenants under this Agreement are covenants running with the land, binding upon the heirs, successors-in-interest, assigns and

devises of the parties. The New OSA Easement shall run to the benefit of the OSA Property. The New Church Easement shall run to the benefit of the Church Property.

- (d) **No Dedication or Agency.** This Agreement is not intended to and does not create any rights in the general public or dedicate any portion the Church Property for public use. This Agreement is not intended to create any agency, partnership, joint venture or association between the parties.
- (e) **Successors.** This Agreement binds the parties and their respective successors and assigns. Except for such successors and assigns, the parties do not intend to create any liability to or confer any rights or remedies on any person not a party to this Agreement.
- (f) **Liability.** When a party transfers all of its ownership interest in any portion of a Property, the transferor's liability terminates as of the date of such transfer, provided that the transferor shall remain liable for its obligations under this Agreement accruing before such transfer, and the transferee shall assume liability for the obligations of such party accruing thereafter. Any transferee shall deliver notice of such transfer to the other party to this Agreement, including transferee's name and notice address. The failure of transferee to provide notice of a transfer shall not impair the validity of this Agreement or limit its enforceability in any way. Any successor in interest of a transferee, by acceptance of a deed, lease, or other document purporting to convey an interest related hereto, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Agreement.
- (g) **Governing Law.** The laws of the State of California shall govern all matters arising under this Agreement.
- (h) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the parties. It may not be amended except in a writing signed by the parties. The Church shall cause this Agreement to be recorded against the Properties promptly after execution at its sole cost, with copies to OSA and the Miller Family. This Agreement shall not be effective until it has been executed, acknowledged and delivered by the Church, OSA, and the Miller Family and until it has been recorded in the Santa Clara County Official Records.
- (i) **Severability.** If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the effected provision to any other circumstance, will be fully enforceable.
- (j) **Representation by Counsel.** The Parties have negotiated this Agreement with such counsel as each has thought appropriate. The parties hereby waive application of any legal or equitable principles that would construe any provision of this Agreement against its drafter.

- (k) **Authority.** Each party represents and warrants to the other that the individual signing this Agreement on its behalf has the right, power and authority to do so.
- (l) **Counterparts.** The parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument.

11. **Certain Defined Terms.** For purposes of this Agreement:

- (a) “**including**” means including without limitation.
- (b) “**Law**” means any applicable federal, state, county, municipal or local code, statute, law, ordinance, rule, regulation, and any judicial order, decision or decree.

[remainder of page intentionally blank]

Each party is signing this Agreement to be effective as of the Effective Date.

CHURCH:

WEST HILLS COMMUNITY CHURCH,
a California nonprofit corporation

By: *[Signature]*
Name: David Frederick
Title: Executive pastor

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

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } S.S.

On 7-31-2025, before me, Casey Maggiora, a Notary Public in and for said County and State, personally appeared, David Frederick, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

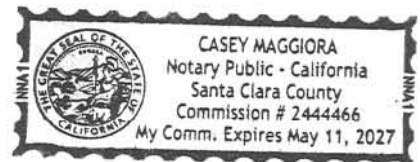
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *[Signature]*

(Notary Seal)

[signatures continue]



OSA:

SANTA CLARA VALLEY OPEN SPACE AUTHORITY,
a special district

By: Andrea Mackenzie
Name: Andrea Mackenzie
Title: General Manager

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

STATE OF CALIFORNIA }
COUNTY OF Santa Clara } S.S.

On August 7, 2025, before me, Caroline M. Hernandez, a Notary Public in and for said County and State, personally appeared, Andrea Mackenzie, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

(Notary Seal)



CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Amended and Restated Easement Agreement dated August 7, 2025 from West Hills Community Church, a California Non-profit Corporation (successor-in-interest to South Valley Christian Church of Morgan Hill) and Mark C. Miller and Jane Miller, or their successor(s), Trustees of the Miller 2005 Revocable Trust, dated April 15, 2005 to the Santa Clara Valley Open Space Authority, a governmental agency, is hereby accepted by the undersigned officer on behalf of the Board of Directors of the Santa Clara Valley Open Space Authority pursuant to authority conferred by resolution of said Board of Directors adopted on January 26, 2017, and the grantee consents to recordation thereof by its duly authorized officer.

Dated 8/7/2025

By Andrea Mackenzie
Andrea Mackenzie, General Manager
Santa Clara Valley Open Space Authority

MILLER FAMILY:

**MARK C. MILLER AND JANE MILLER, OR THEIR SUCCESSOR(S),
TRUSTEES OF THE MILLER 2005 REVOCABLE TRUST DATED APRIL 15, 2005**

Mark C. Miller August 7, 2025
Mark C. Miller

Jane Miller August 7, 2025
Jane Miller

[Notary Acknowledgments Follow]

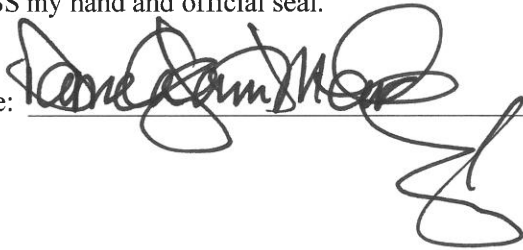
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

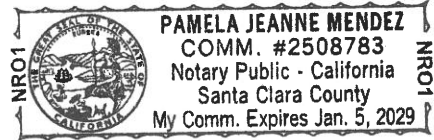
STATE OF CALIFORNIA }
COUNTY OF Santa Clara } S.S.

On 7 Aug 2025, before me, Pamela Jeanne Mendez, a Notary Public in and for said County and State, personally appeared, Mark Miller, Jane Miller who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 



(Notary Seal)

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

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

Exhibit A

Church Property

All that real property described as follows:

Parcel 2, as shown on that certain Parcel Map filed for record on January 29, 1970, in Book 263, at page 52, Santa Clara County Records.

and,

Situate in the County of Santa Clara, State of California, and being all of Parcel 1 as said parcel is shown upon that certain Parcel Map filed for record on October 4, 1972, in Book 309 of Maps at Page 55, and all of Parcel 2, as said parcel is shown upon that certain Parcel Map filed for record on March 18, 1975, in Book 352 of Maps at Page 45, at the Office of the Recorder of the County of Santa Clara, State of California, and being more particularly described as follows:

BEGINNING at the southwesterly property corner of said Parcel 2 as shown upon said Parcel Map in Book 352 of Maps at Page 45, thence along the westerly property line of said Parcel 2, North 02°57'00" West, a distance of 539.72 feet to the northwesterly property corner of said Parcel 2; thence along the northerly property line of said parcel, North 84°24'00" East, a distance of 207.97 feet to an angle point thereof; thence North 65°21'00" East, a distance of 303.39 feet to the northern easterly property corner of said Parcel 2, as shown upon that said Parcel Map; thence along the easterly property line of said Parcel 2, South 03°19'10" East, a distance of 182.02 feet to the northwesterly property corner of said Parcel 1; thence along the most northwesterly property line of said Parcel 1, North 65°12'00" East, a distance of 388.32 feet to the most northerly property corner of said parcel; thence along the easterly property line of said parcel, South 02°57'00" East, a distance of 228.51 feet to a property corner of said parcel; thence along the northern property line of said parcel, North 87°03'00" East, a distance of 396.85 feet to a property corner of said parcel, which is coincident to a point on the centerline of Dewitt Avenue (60 feet wide), as said right-of-way is shown upon said Parcel Map, Book 309 of Maps, at Page 55; thence along said centerline and property line, South 02°57'00" East, a distance of 20.00 feet to a corner thereof; thence leaving said centerline and along the southerly property line of said Parcel 1, South 87°03'00" West, a distance of 580.00 feet to a property corner of said parcel; thence along the property line of said parcel, South 02°57'00" East, a distance of 375.51 feet to the southeasterly property corner of said parcel; thence along the southerly property line of said Parcels 1 and 2, South 87°03'00" West, a distance of 668.09 feet to the **POINT OF BEGINNING** and containing 9.698 acres of land more or less.

Being described as Parcel A pursuant to the Certificate of Compliance – Lot Merger, recorded September 10, 2014 as Document No. 22703198 of Official Records.

Exhibit B

OSA Property

All that certain real property situate partly within and partly without the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

Portion of Lot 88, as shown upon that certain Map entitled, "Catherine Dunne Ranch Map No. 3", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California May 11, 1894 in Book 11 of Maps, at page 65 and more particularly described as follows:

BEGINNING at a point in the centerline of DeWitt Avenue, distant thereon North 2° 57' West 75.438 feet from a granite monument set at the point of intersection thereof with the centerline of Spring Avenue, as said Avenues are shown upon the Map above referred to, said point of beginning also being the Northeasterly corner of that certain 43.21 acre tract of land described in the Deed from Frank Edward Auser, et ux., to A. T. Ledman, et ux., dated August 2, 1945, recorded August 9, 1945, in Book 1276 Official Records, page 456, Santa Clara County Records; thence from said point of beginning along the Northerly line of said 43.21 acre tract for the two following courses and distances; South 65°21' West 1120.614 feet and South 84°24' West 207.966 feet to the true point of beginning; thence from said true point of beginning North 58°44' West 858.00 feet to the line between Lots 88 and 89 as shown on the above referred to Map; thence running along the line dividing said lots, South 87°03' West 1055.53 feet to the Northwesterly corner of said Lot 88; thence South 24°29' East 1099.75 feet along the Westerly 87°03' East 1859.29 feet, more or less, to the Southwesterly corner of that certain parcel of land conveyed to R. W. Goode, et al by Deed recorded July 1, 1966, in Book 7429, page 400, Official Records; thence along the Westerly line of said lands of Goode, North 2°57' West and parallel with the centerline of DeWitt Avenue 540.00 feet more or less to the true point of beginning. †

Exhibit C

Miller Property

All that real property described as follows:

**Parcel 1, as shown on that certain Parcel Map filed
March 18, 1975, in Book 352 of Maps, at page 45,
Santa Clara County Records.**



EXHIBIT "D-1"
Legal Description

OSA/Church Easement Area
Morgan Hill, Santa Clara County, CA

Real property in the State of California, County of Santa Clara, within the urban growth boundary of City of Morgan Hill, and described as follows:

Being a portion of Parcel 2, as said Parcel is shown on that certain Parcel Map, filed for record on January 29, 1970 in Book 263 of Maps at Page 52, Records of Santa Clara County and a portion of Parcel A, as said Parcel is described in that certain Certificate of Compliance – Lot Merger, recorded on September 10, 2014 as Document No. 22703198, Official Records of Santa Clara County, and more particularly described as follows:

BEGINNING at a point distant thereon South 65°10'00" West, 32.33 feet from the most northerly corner of said Parcel 2, said point also being a point on the westerly line of Dewitt Avenue, being 60.00 feet in width, as shown on said Parcel Map (263 Maps 52);

Thence leaving said point and along said westerly line of Dewitt Avenue, South 02°57'00" East, 8.62 feet to the point of intersection of a line drawn 8.00 feet southeasterly, right angle measurement, from the northwesterly line of said Parcel 2;

Thence along said parallel line, South 65°10'00" West, 207.52 feet;

Thence North 85°40'35" West, 16.42 feet to the boundary corner of said Parcel 2, said corner being at the intersection of the northwesterly and northeasterly lines of said Parcel 2, having bearing and distance of " N65°10'E 225.07' " and " N79°35'W 118.80' " respectively, as shown on said Parcel Map (263 Maps 52), said corner hereafter referred to as Point "X";

Thence leaving said corner, the following courses:

- Continuing along last said line, North 85°40'35" West, 111.14 feet;
- South 65°35'11" West, 606.53 feet;
- South 84°29'59" West, 58.66 feet;
- South 68°43'45" West, 204.36 feet to the beginning of a tangent curve to the right, having a Radius of 50.00 feet;
- Westerly and northwesterly along said curve, through a central Angle of 37°26'06", with an arc Length of 32.67 feet;
- Tangent to preceding course, North 73°50'09" West, 53.64 feet to the westerly line of said Parcel A;

Thence along said line, North 02°57'00" West, 31.75 feet;

Thence leaving said westerly line of said Parcel A, the following courses:

- South 73°50'09" East, 64.04 feet to the beginning of a tangent curve to the left, having a Radius of 20.00 feet;
- Easterly and northeasterly along said curve, through a central Angle of 37°26'06", with an arc Length of 13.07 feet;
- Tangent to preceding course, North 68°43'45" East, 207.37 feet;
- North 76°11'04" East, 47.87 feet;

EXHIBIT "D-1"
Legal Description

OSA/Church Easement Area
Morgan Hill, Santa Clara County, CA

Page 2 of 2

- North 65°35'11" East, 186.33 feet to the easterly line of said Parcel A;

Thence along said line, South 03°19'10" East, 30.56 feet to the northwesterly corner of Parcel 1 of said Parcel Map (263 Maps 52);

Thence along the northwesterly line of said Parcels 1 and 2, North 65°12'00" East, 434.94 feet to the boundary corner thereof;

Thence along said northeasterly line of said Parcel 2, South 79°35'00" East, 118.80 feet to the boundary corner thereof, said corner was hereinabove referred to as Point "X";

Thence along said northwesterly line of said Parcel 2, North 65°10'00" East, 225.07 feet to the point of **BEGINNING**.

Containing an area of 25,580 square feet, more or less.

BASIS OF BEARINGS: The bearing North 02°57'00" West of the centerline of Dewitt Avenue, as said bearing and centerline are shown on that certain Parcel Map, filed for record on January 29, 1970 in Book 263 of Maps at Page 52, Records of Santa Clara County, California.

This legal description was prepared by me or under my direct supervision.

By: John Koroyan
John Koroyan
P.L.S. No. 8883



Date: JULY 16, 2025

Exhibit D-2

OSA/Church Easement Area

[Depiction Follows]

MANCIAS LIVING TRUST
 DOC. 25029246
 APN 773-09-010

PARCEL 1
 352 MAPS 45
 APN 773-09-018
 (MILLER PROPERTY)

**OSA/CHURCH
 EASEMENT AREA**
 25,580 S.F.±

P.O.B.

SEE SHEET 2

N65°12'00"E 434.94'
 S65°35'11"W 606.53'

PARCEL 1
 309 MAPS 55

PARCEL A
 CERT. OF COMPLIANCE
 LOT MERGER
 DOC. 22703198
 (CHURCH PROPERTY)

L12
 L4
 POINT "X"
 L3

N65°10'00"E 225.07'
 S65°10'00"W 207.52'
 PARCEL 2
 263 MAPS 52
 APN 773-09-027
 (CHURCH PROPERTY)

PARCEL 2
 309 MAPS 55

LORETTE LIVING TRUST
 DOC. 25586434
 APN 773-09-008

LEGEND (FOR SHEETS 1 & 2)
 P.O.B. POINT OF BEGINNING
 S.F. SQUARE FEET
 OSA OPEN SPACE AUTHORITY
 APN ASSESSOR'S PARCEL NUMBER
 PER ROLL YEAR 2024-2025



SCALE IN FEET

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	S65°10'00"W	32.33'
L2	S02°57'00"E	8.62'
L3	N85°40'35"W	16.42'
L4	N85°40'35"W	111.14'
L12	S79°35'00"E	118.80'



John Koroyan
 JULY 16, 2025

EXHIBIT "D-2"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

K: \2018\181371_WHCC\SUR\Mapping\Plat
 DWG\WHCC_OSA_EASEMENT.dwg

BKF
 1730 N. FIRST STREET
 SUITE 600
 SAN JOSE, CA 95112
 (408) 467-9100
 www.bkf.com

SUBJECT **OSA/CHURCH EASEMENT AREA**
MORGAN HILL, SANTA CLARA COUNTY
 JOB NO. 20181371 CALIFORNIA
 BY DIS APPR. JVK DATE 07-16-2025
 1 OF 2

MANCIAS LIVING TRUST
 DOC. 25029246
 APN 773-09-010

PARCEL 1
 352 MAPS 45
 APN 773-09-018
 (MILLER PROPERTY)

**OSA/CHURCH
 EASEMENT AREA**
 25,580 S.F.±

PARCEL 2
 352 MAPS 45

PARCEL 1
 309 MAPS 55

PARCEL A
 CERT. OF COMPLIANCE
 LOT MERGER
 DOC. 22703198
 (CHURCH PROPERTY)

APN
 773-09-012

APN
 773-09-011

APN
 773-09-028

SEE SHEET 1

1"=120'

LINE TABLE

NO.	DIRECTION	LENGTH
L5	S84°29'59"W	58.66'
L6	N73°50'09"W	53.64'
L7	N02°57'00"W	31.75'
L8	S73°50'09"E	64.04'
L9	N76°11'04"E	47.87'
L10	N65°35'11"E	186.33'
L11	S03°19'10"E	30.56'

CURVE TABLE

NO.	RADIUS	DELTA	LENGTH
C1	50.00'	37°26'06"	32.67'
C2	20.00'	37°26'06"	13.07'

OLIWELL CORPORATION
 DOC. 20270614
 APN 773-10-002



SCALE IN FEET

EXHIBIT "D-2"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

K: \2018\181371_WHCC\SUR\Mapping\Plat
 DWG\WHCC_OSA_EASEMENT.dwg

BKF

1730 N. FIRST STREET
 SUITE 600
 SAN JOSE, CA 95112
 (408) 467-9100
 www.bkf.com

SUBJECT **OSA/CHURCH EASEMENT AREA**
MORGAN HILL, SANTA CLARA COUNTY
 JOB NO. 20181371 CALIFORNIA
 BY DIS APPR. JVK DATE 07-16-2025
2 OF 2



EXHIBIT "E-1"
Legal Description

OSA/Miller Easement Area
Morgan Hill, Santa Clara County, CA

Real property in the State of California, County of Santa Clara, within the urban growth boundary of City of Morgan Hill, and described as follows:

Being a portion of Parcel 1, as said Parcel is shown on that certain Parcel Map, filed for record on March 18, 1975 in Book 352 of Maps at Page 45, Records of Santa Clara, and more particularly described as follows:

BEGINNING at a point distant thereon South 65°10'00" West, 32.33 feet from the southeasterly corner of said Parcel 1, said point also being a point on the westerly line of Dewitt Avenue, being 60.00 feet in width, as shown on said Parcel Map (352 Maps 45);

Thence leaving said corner and along the southeasterly line of said Parcel 1, South 65°10'00" West, 225.07 feet to the boundary corner thereof;

Thence along the southwesterly line of said Parcel 1, North 79°35'00" West, 118.80 feet to the boundary corner thereof;

Thence along the southeasterly line of said Parcel 1, South 65°12'00" West, 434.94 feet to the westerly line of said Parcel 1;

Thence along said line, North 03°19'10" West, 30.56 feet;

Thence leaving said westerly line of said Parcel 1, the following courses:

- North 65°35'11" East, 434.24 feet;
- South 85°40'35" East, 127.40 feet;
- North 65°10'00" East, 213.18 feet to said westerly line of Dewitt Avenue;

Thence along said line, South 02°57'00" East, 34.48 feet to the point of **BEGINNING**.

Containing an area of 22,897 square feet, more or less.

BASIS OF BEARINGS: The bearing North 02°57'00" West of the centerline of Dewitt Avenue, as said bearing and centerline are shown on that certain Parcel Map, filed for record on March 18, 1975 in Book 352 of Maps at Page 45, Records of Santa Clara County, California.

This legal description was prepared by me or under my direct supervision.

By: John Koroyan
John Koroyan
P.L.S. No. 8883



Date: JULY 16, 2025

Exhibit E-2

OSA/Church Easement Area

[Depiction Follows]

MANCIAS LIVING TRUST
 DOC. 25029246
 APN 773-09-010

SPRING
 AVE.

**OSA/MILLER
 EASEMENT AREA**
 22,897 S.F.±

PARCEL 1
 352 MAPS 45
 APN 773-09-018
 (MILLER PROPERTY)

PARCEL A
 CERT. OF COMPLIANCE
 LOT MERGER
 DOC. 22703198
 (CHURCH PROPERTY)

PARCEL 2
 263 MAPS 52
 APN 773-09-027
 (CHURCH PROPERTY)

PARCEL 1
 309 MAPS 55
 APN
 773-09-028

PARCEL 2
 309 MAPS 55

LORETTE LIVING TRUST
 DOC. 25586434
 APN 773-09-008

LEGEND

P.O.B. POINT OF BEGINNING
 S.F. SQUARE FEET
 OSA OPEN SPACE AUTHORITY
 APN ASSESSOR'S PARCEL NUMBER
 PER ROLL YEAR 2024-2025



LINE TABLE		
NO.	DIRECTION	LENGTH
L1	S65°10'00"W	32.33'
L2	N79°35'00"W	118.80'
L3	N03°19'10"W	30.56'
L4	S85°40'35"E	127.40'
L5	S02°57'00"E	34.48'



John Koroyan
 JULY 16, 2025

EXHIBIT "E-2"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

K: \2018\181371_WHCC\SUR\Mapping\Plat
 DWG\OSA_MILLER_EASEMENT.dwg

BKF

1730 N. FIRST STREET
 SUITE 600
 SAN JOSE, CA 95112
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 www.bkf.com

SUBJECT **OSA/MILLER EASEMENT AREA**
MORGAN HILL, SANTA CLARA COUNTY
 JOB NO. 20181371 CALIFORNIA
 BY DIS APPR. JVK DATE 07-16-2025
 1 OF 1

Exhibit F

Church Easement Area

A 40 foot strip of land, being a portion of Parcel 1 of that certain Parcel Map recorded in Book 352 of Maps, at page 45, Santa Clara County Records, the southeasterly line which is more particularly described as follows:

Beginning at a point distant S65° 10'W 32.33' from the most southeasterly corner of said Parcel 1; thence along the southeasterly line of said Parcel 1, S 65° 10'W, 225.07 feet; thence N79° 35'W, 118.80 feet; thence S65° 12'W, 434.94 feet to the terminus thereof.


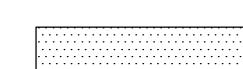

Exhibit G

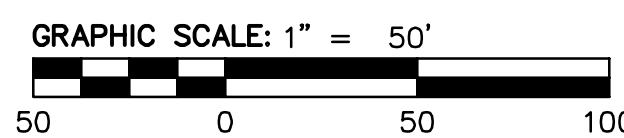
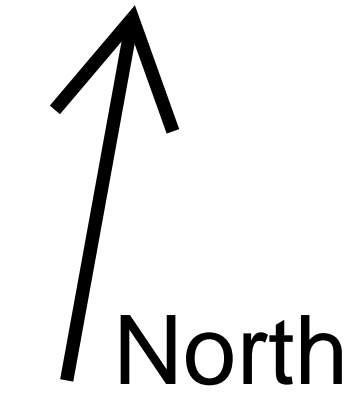
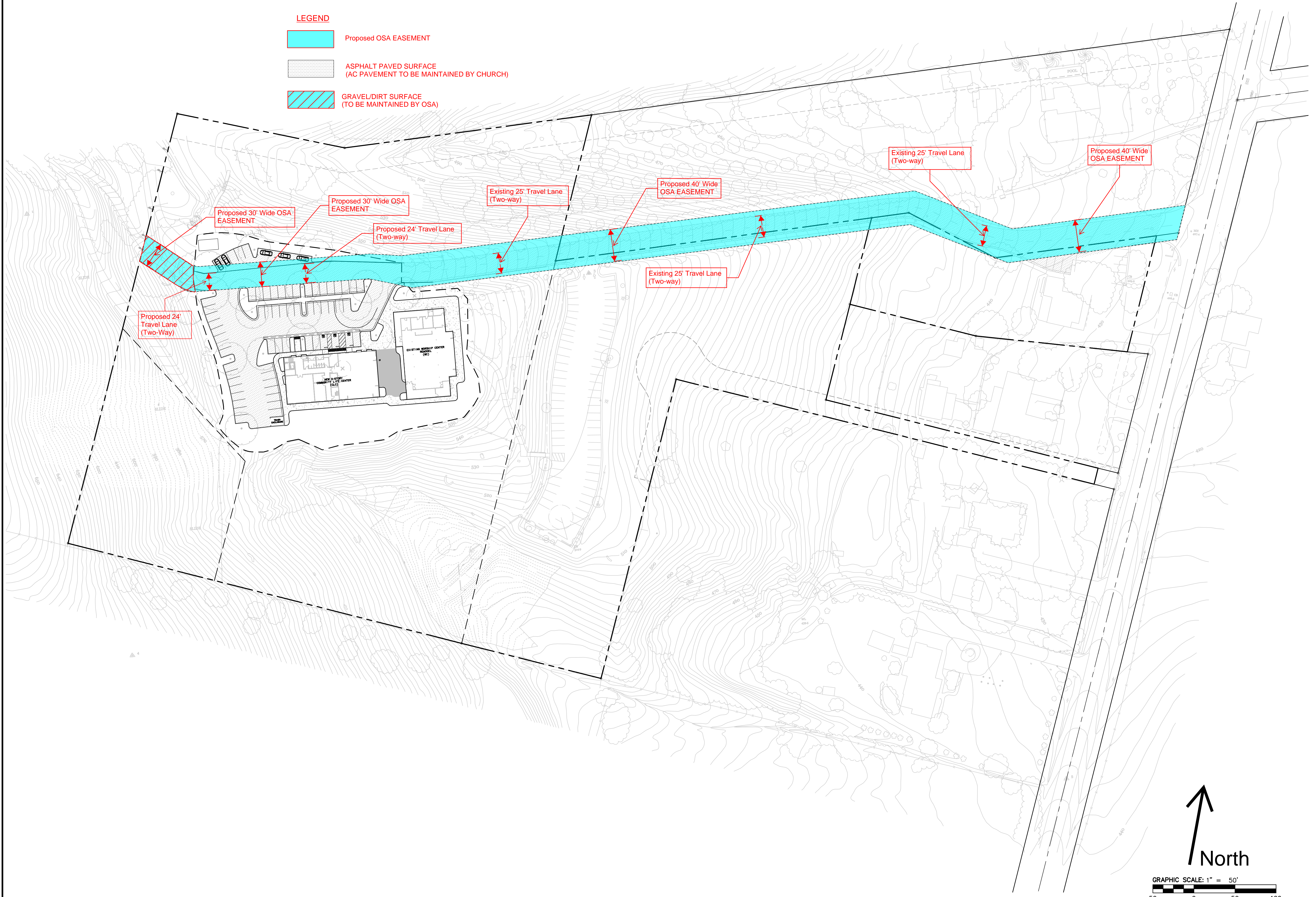
Map

[Attached]

DRAWING NAME: \\BKF-S\vol4\2018\181371_WHCC\ENG\EXHIBITS\2024.11.05_OSA Easement Exhibit.dwg
PLOT DATE: 11-15-24
PLOTTED BY: wans

LEGEND

-  Proposed OSA EASEMENT
-  ASPHALT PAVED SURFACE
(AC PAVEMENT TO BE MAINTAINED BY CHURCH)
-  GRAVEL/DIRT SURFACE
(TO BE MAINTAINED BY OSA)



Revisions	
No.	Date
AS SHOWN	11/11/24
Design SW	
Drawn SW	
Approved RC	
Job No 20181371	

EXHIBIT 'A'

**LEGAL DESCRIPTION TO ACCOMPANY AN INGRESS AND EGRESS EASEMENT (EL TORO TRAIL)
IN THE CITY OF MORGAN HILL (APN 773-09-011 AND 028)**

ALL THAT REAL PROPERTY IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER, ON AND ACROSS A PORTION OF PARCEL 1 AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED OCTOBER 4, 1972 IN BOOK 309 OF MAPS, AT PAGE 55 AND A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED MARCH 18, 1975 IN BOOK 352 OF MAPS, AT PAGE 45, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 1, NORTH 65°12'00" EAST 388.32 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 1, SOUTH 2°57'00" EAST 16.16 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, SOUTH 65°12'00" WEST 417.60 FEET TO A POINT; THENCE NORTH 31°31'51" WEST 26.15 FEET TO A POINT; THENCE SOUTH 78°47'47" WEST 72.06 FEET TO A POINT; THENCE SOUTH 69°42'44" WEST 17.66 FEET TO A POINT; THENCE SOUTH 83°03'19" WEST 154.35 FEET TO A POINT; THENCE NORTH 89°07'23" WEST 33.29 FEET TO A POINT; THENCE NORTH 83°04'03" WEST 59.22 FEET TO A POINT; THENCE NORTH 63°04'06" WEST 28.73 FEET TO A POINT; THENCE NORTH 71°35'14" WEST 20.89 FEET TO A POINT; THENCE NORTH 76°39'16" WEST 76.13 FEET TO A POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 2°57'00" WEST 31.26 FEET TO A POINT; THENCE LEAVING SAID WESTERLY BOUNDARY, SOUTH 76°39'16" EAST 86.23 FEET TO A POINT; THENCE SOUTH 71°35'14" EAST 24.45 FEET TO A POINT; THENCE SOUTH 63°04'06" EAST 25.67 FEET TO A POINT; THENCE SOUTH 83°04'03" EAST 52.34 FEET TO A POINT; THENCE SOUTH 89°07'23" EAST 29.65 FEET TO A POINT; THENCE NORTH 83°03'19" EAST 148.79 FEET TO A POINT; THENCE NORTH 69°42'44" EAST 16.53 FEET TO A POINT; THENCE NORTH 78°47'47" EAST 77.22 FEET TO A POINT; THENCE NORTH 72°01'26" EAST 42.45 FEET TO A POINT IN THE EASTERLY BOUNDARY OF SAID PARCEL 2; THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 3°19'10" EAST 37.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 21,734 SQUARE FEET OF LAND, MORE OR LESS.

SEE **EXHIBIT 'B'** (PLAT) ATTACHED HERETO AND MADE A PART HEREOF.
END OF DESCRIPTION

PAGE ONE OF TWO

EXHIBIT 'A' (CONTINUED)

**LEGAL DESCRIPTION TO ACCOMPANY AN INGRESS AND EGRESS EASEMENT (EL TORO TRAIL)
IN THE CITY OF MORGAN HILL (APN 773-09-027)**

ALL THAT REAL PROPERTY IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, BEING AN EASEMENT FOR INGRESS AND EGRESS PURPOSES LYING OVER, ON AND ACROSS A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED JANUARY 29, 1970 IN BOOK 263 OF MAPS, AT PAGE 52, RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

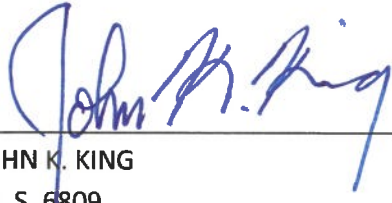
BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL, NORTH 65°12'00" EAST 45.70 FEET TO AN ANGLE POINT THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°35'00" EAST 118.80 FEET TO AN ANGLE POINT THEREOF; THENCE CONTINUING ALONG SAID BOUNDARY, NORTH 65°10'00" EAST 225.07 FEET TO A POINT IN THE WESTERLY LINE OF DEWITT AVENUE (60 FEET WIDE) AS SHOWN ON SAID MAP; THENCE LEAVING SAID BOUNDARY, ALONG SAID WESTERLY LINE, SOUTH 2°57'00" EAST 16.16 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, SOUTH 65°10'00" WEST 223.81 FEET TO A POINT; THENCE NORTH 79°35'00" WEST 118.80 FEET TO A POINT; THENCE SOUTH 65°12'00" WEST 46.95 FEET TO A POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 2°57'00" WEST 16.16 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5,844 SQUARE FEET OF LAND, MORE OR LESS.

SEE **EXHIBIT 'C'** (PLAT) ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

THESE LEGAL DESCRIPTIONS WERE PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.



JOHN K. KING
P.L.S. 6809



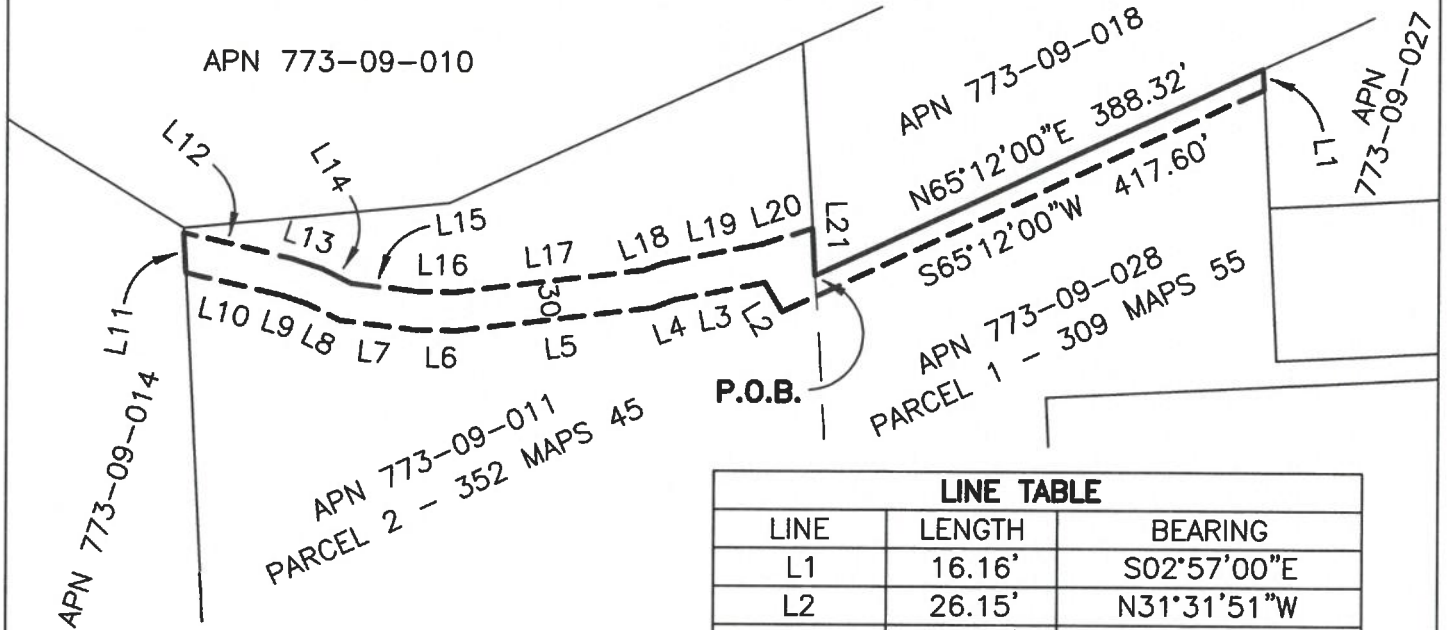
9-17-21

DATE

PAGE TWO OF TWO

EXHIBIT B

PLAT TO ACCOMPANY A GRANT OF AN INGRESS AND EGRESS EASEMENT
 IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
 BEING A PORTION OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP
 FILED IN BOOK 309 OF MAPS, AT PAGE 55, AND BEING A PORTION OF PARCEL 2
 AS SHOWN ON THAT PARCEL MAP FILED IN BOOK 352 OF MAPS, AT PAGE 45,
 SANTA CLARA COUNTY RECORDS.



LEGEND

- EXISTING LOT LINE
- - - EXISTING CENTER LINE
- - - NEW EASEMENT LINE
- - - OLD LOT LINE
- P.O.B.** POINT OF BEGINNING

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.16'	S02°57'00"E
L2	26.15'	N31°31'51"W
L3	72.06'	S78°47'47"W
L4	17.66'	S69°42'44"W
L5	154.35'	S83°03'19"W
L6	33.29'	N89°07'23"W
L7	59.22'	N83°04'03"W
L8	28.73'	N63°04'06"W
L9	20.89'	N71°35'14"W
L10	76.13'	N76°39'16"W
L11	31.26'	N02°57'00"W
L12	86.23'	S76°39'16"E
L13	24.45'	S71°35'14"E
L14	25.67'	S63°04'06"E
L15	52.34'	S83°04'03"E
L16	29.65'	S89°07'23"E
L17	148.79'	N83°03'19"E
L18	16.53'	N69°42'44"E
L19	77.22'	N78°47'47"E
L20	42.45'	N72°01'26"E
L21	37.00'	S03°19'10"E



SCALE: 1" = 150'

John K. King
 John K. King, P.L.S.
 9-17-21
 Date

JN 21033



HANNA-BRUNETTI
 EST. 1910

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 CONSTRUCTION MANAGERS
 7651 EIGLEBERRY ST. | GILROY, CA 95020
 408.842.2173

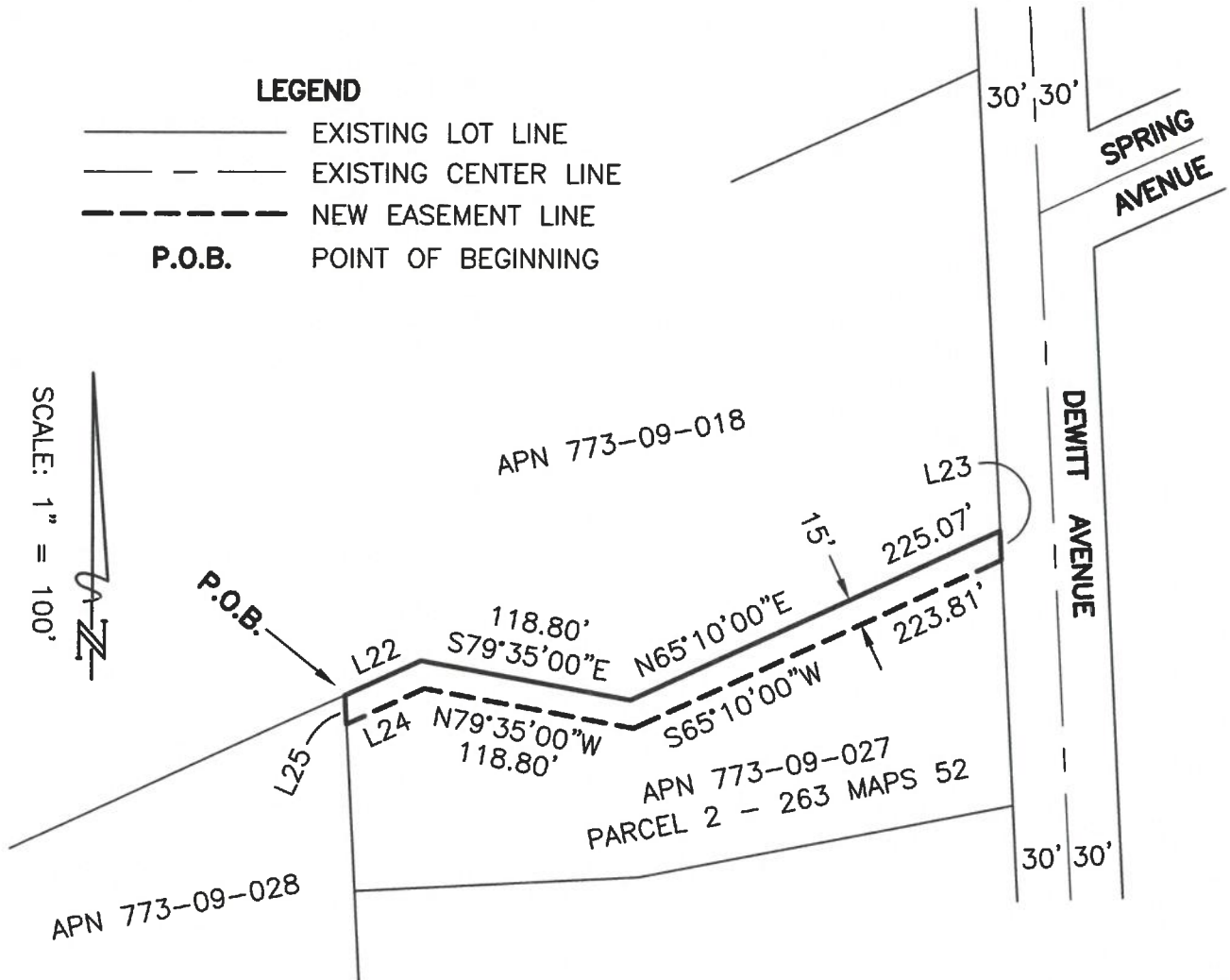
EXHIBIT C

PLAT TO ACCOMPANY A GRANT OF AN INGRESS AND EGRESS EASEMENT
 IN THE CITY OF MORGAN HILL, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA
 BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT PARCEL MAP
 FILED IN BOOK 263 OF MAPS, AT PAGE 52, SANTA CLARA COUNTY RECORDS.

LEGEND

- EXISTING LOT LINE
- - - - - EXISTING CENTER LINE
- - - - - NEW EASEMENT LINE
- P.O.B.** POINT OF BEGINNING

SCALE: 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L22	45.70'	N65°12'00"E
L23	16.16'	S02°57'00"E
L24	46.95'	S65°12'00"W
L25	16.16'	N02°57'00"W

John K. King

John K. King, P.L.S.

9-17-21

Date

JN 21033



HANNA-BRUNETTI

EST. 1910

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CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:

Michelle Bigelow, City Clerk

APPROVED BY: City Manager

APPOINT VOTING DELEGATES FOR THE 2025 CALCITIES (LEAGUE) ANNUAL CONFERENCE

RECOMMENDATION(S)

1. Appoint a voting delegate and up to two alternate voting delegates to the CalCities Annual Conference; and
2. Direct staff to complete and forward the voting delegate form to CalCities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Advocating for Local, Regional, and State Legislative Initiatives

2025-2026 Strategic Priorities

Fiscal Sustainability

Affordable Housing and Homelessness

Community Engagement

Economic Development and Tourism

Healthy Community

REPORT NARRATIVE:

The League of California Cities is holding its Annual Conference from October 8 to 10, 2025, at which it will conduct its General Assembly Meeting, allowing members to directly participate in developing League policy. The League's bylaws provide that each city is entitled to one vote on matters affecting municipal or League policy. The voting delegate and/or alternate(s) must be registered for the conference and present to vote. The memorandum from the League requesting the designation of a voting delegate for the League's Annual Conference is attached (attachment 1).

The City Council has traditionally appointed the mayor as the primary voting delegate and the mayor pro tem as the alternate voting delegate. Staff requests that the Council

appoint a primary voting delegate and up to two alternate voting delegates. In 2006, the League authorized the appointment of up to two alternates to plan for unforeseen situations (bylaw amendment).

The General Assembly Meeting will convene on Friday, October 10th, at 8:30 a.m.

By approving the recommendation, our League representatives are authorized to vote on amendments in the manner they deem to be in the best interest of the City.

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community of the voting delegates to be appointed for the 2025 League of California Cities Annual Conference.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Each year, the City Council appoints voting delegates to attend and vote at the League of California Cities Annual Conference.

FISCAL AND RESOURCE IMPACT:

The cost of the conference registration is included in the adopted FY 2025-26 City Council budget.

CEQA (California Environmental Quality Act):

Not a project.

The appointment of voting delegates is not a project, as defined in Section 15378 of the State CEQA guidelines.



Council Action Advised by September 24, 2025

DATE: Wednesday, July 16, 2025

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²



General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



CITY COUNCIL STAFF REPORT

MEETING DATE: September 3, 2025

PREPARED BY:

Christina Turner, City Manager

APPROVED BY: City Manager

PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEM

RECOMMENDATION(S)

Determine if the majority of the City Council wants the following item agendized at a future meeting for discussion:

Implement regulations to address the growing presence of pop-up and street vendors in the City.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

Section 4.2 of City Council Policy 97-01 (Attachment 1) allows members of the City Council to request items be added to an upcoming City Council agenda by requesting an item during the “Future Council Initiated Agenda Items” section of the agenda. A City Council report will then be placed on an upcoming agenda for Council discussion and consideration.

On August 20, 2025, Mayor Turner requested the following for Council consideration (Attachment 2):

Implement regulations to address the growing presence of pop-up and street vendors in the City.

Staff is seeking direction on whether the City Council would like this item agendized for a formal discussion. The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 5 hours.

COMMUNITY ENGAGEMENT:

This report seeks direction from the City Council on whether or not to further agendize this topic for Council consideration.

ALTERNATIVE ACTIONS:

Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On August 20, 2025, the Mayor requested this item be brought back for Council consideration.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with seeking direction from the Council on this item.

CEQA (California Environmental Quality Act):

Not a Project.

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-97-01

SUBJECT: **RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS, PLACEMENT OF ITEMS ON THE AGENDA, AND MATTERS TO BE RECONSIDERED**

EFFECTIVE DATE: **May 7, 1997**

REVISED DATE: **March 15, 2023, August 23, 2023, June 19, 2024**

ORIGINATING DEPARTMENT: **CITY MANAGER**

SECTION 1 - SCOPE

- 1.1** These rules shall establish the procedures for the conduct of all meetings of the City Council of the City of Morgan Hill. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all members of the City Council, and contribute to the orderly conduct of City business.

SECTION 2 - MEETINGS

- 2.1** Open to Public: All meetings of the City Council, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.
- 2.2** Regular Meetings: The City Council shall conduct its regular meetings at the time and place established by ordinance, if specified in the ordinance or resolution.
- 2.3** Review Status of Agenda at 9:00 p.m.: The City Council may review the agenda at 9:00 p.m. to determine if it will be able to conclude its business by 10:00 p.m. If, at 10:00 p.m., the City Council has not concluded its business, before continuing the meeting it shall review and discuss the status of the remaining agenda items and determine by majority vote whether to continue any remaining items to a future regular or special meeting, adjourn the meeting to another date and time, or extend the meeting beyond 10:00 p.m. as needed. The meeting may be extended beyond 10:00 p.m. one time. Additional extensions of time will be at the Mayor's discretion.
- 2.4** Special Meetings/Workshops: A special meeting and/or workshop may be called at any time by the Mayor or Presiding Officer of the City Council or by three members of the City Council. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be made in accordance with the law.
- 2.5** Closed Sessions: The City Council may hold closed sessions during a regular or special meeting, or at any time authorized by law, to consider or hear any matter which is authorized by law. At times, Closed Sessions may have to be held in an order different than presented due to the timeliness of the matter, to save the City money when an outside attorney has been retained or due to the need for extra time to discuss and deliberate an

important closed session item. Closed session items may be continued to the conclusion of the agenda.

- 2.6 Quorum:** Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If less than three Council members appear at a regular meeting, the Mayor, Mayor Pro Tempore in the absence of the Mayor, any member of the City Council, or in the absence of all Council members, the City Clerk or Deputy City Clerk shall adjourn the meeting to a stated day and hour.
- 2.7 Adjourned Meetings:** The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 3 - POSTING NOTICE AND AGENDA

- 3.1 Posting of Notice and Agenda:** For every regular or special meeting, the City Clerk or other authorized person, shall post a notice of the meeting specifying the time and place at which the meeting will be held and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda may be combined in a single document.
- a. Posting for Regular Meetings:** For any regular meeting of the City Council, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting consistent with all Brown Act requirements.
 - b. Posting for Special Meetings:** For any special meetings of the City Council, the notice and agenda shall be posted no later than twenty-four (24) hours prior to the time set for the meeting consistent with all Brown Act requirements.
- 3.2 Location of Posting:** The notice and agenda shall be posted on the City's website and in a place to which the public has unrestricted access during at least normal business hours and where the notice and agenda are not likely to be removed or obscured by other posted materials.
- 3.3 Availability of the Agenda to the Public:** The agenda for any regular or special meeting shall be made available to the public as soon as is practical after delivery to the members of the City Council.

SECTION 4 - AGENDA CONTENTS

- 4.1 Description of Matters:** All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.
- 4.2 Placement of items on the agenda:** The Mayor, City Manager, or City Attorney may place items on the agenda. Members of the City Council may request items to be added to an upcoming City Council agenda by requesting an item during the "Future Council Initiated Agenda Items" Section of the agenda. When a Future Council Initiated Agenda Item is requested, the Council Member making the request will send the City Manager a brief

summary outlining the request and any relevant background. If the requested item is not included in the current Strategic Priorities Workplan, the team will bring forward the item at a future Council Meeting within 30-45 days of the request via a brief staff report, including the brief summary provided by the requesting Council Member. At that meeting, the City Council will review the request and determine if the majority of the City Council wants the items agendaized at a future meeting for discussion.

- 4.3** Council shall not act or take a position on: Matters outside of the Morgan Hill City Council's subject matter jurisdiction, including foreign or international events. Appropriate subject matter jurisdiction includes agenda items directly related to Morgan Hill business, as well as County/regional items having a direct impact on the City (i.e. countywide emergency services or transportation).
- 4.4** Limitation to Act on Only Items on the Agenda: No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:
- a.** Upon a majority determination that an "emergency situation" (as defined by State Law) exists; and
 - b.** Upon a determination by a 4/5 vote of the City Council that there is a need to take immediate action and that the need to take the action came to the attention of City officials subsequent to posting of the agenda.
- 4.5** Change in Order of Business: The Mayor or Presiding Officer may decide to take matters listed on the agenda out of the prescribed order unless a majority of members present object to this variation.
- 4.6** City Council Reports: On an alternating basis, at each Regular City Council meeting, with a time limit of three minutes, a Council Member has the opportunity to share with the Council and community any pertinent updates or information in regard to their appointments to outside agencies, upcoming events, or relevant City business. These are non-action items.
- 4.7** City Manager Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or recognitions. These are non-action items.
- 4.8** City Attorney Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or reportable actions of the City Council in Closed Sessions and/or current litigation. These are non-action items.
- 4.9** Other Reports: These are pertinent updates or information on upcoming activities or events relevant to City business with a time limit of one minute. These are non-action items.
- 4.10** Public Comment for items not on the agenda: This refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the City Council. Since the matter is not on the agenda, no action by Council can be taken. If a member of Council so desires, the matter can be placed on the agenda of a future Council meeting for review and consideration.
- 4.11** Consent Calendar: These are items of a routine or generally uncontested nature. Any member of the Council or member of the public may request to have an item pulled from the

consent calendar and acted on individually by the Council. Items pulled will be discussed after action is taken on the balance of the consent calendar. The Mayor shall decide if the items are heard before or after moving on to public hearing and other business items.

- 4.12 Public Hearings:** These are matters that are duly noticed and published in a newspaper of general circulation and where required by law, written notice is given to the affected residents who have the opportunity to speak in favor or against a matter or ask questions about the matter.
- 4.13 Other Business:** These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Council action and direction.
- 4.14 Future Business:** These are items that members of the City Council wish to discuss to potentially take action on or have placed on future agendas.

SECTION 5. ORDER OF BUSINESS

- 5.1** The order of business at meetings of the City Council shall be as follows:
- a.** CALL TO ORDER
 - b.** ROLL CALL ATTENDANCE
 - c.** DECLARATION OF POSTING AGENDA
 - d.** WORKSHOP (if needed; 5:00-6:00 p.m., or as deemed appropriate)
 - e.** CLOSED SESSION (if needed; 5:00-6:00 p.m., or as deemed appropriate)
 - f.** SILENT INVOCATION
 - g.** PLEDGE OF ALLEGIANCE
 - h.** PRESENTATIONS
 - i.** PROCLAMATIONS
 - j.** RECOGNITIONS
 - k.** CITY COUNCIL REPORTS
 - l.** CITY MANAGER’S REPORT
 - m.** CITY ATTORNEY’S REPORT
 - n.** OTHER REPORTS
 - o.** PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
 - p.** ADOPTION OF AGENDA
 - q.** CONSENT CALENDAR

- r. PUBLIC HEARINGS
- s. OTHER BUSINESS
- t. FUTURE COUNCIL INITIATED AGENDA ITEMS
- u. CLOSED SESSION
- v. ADJOURNMENT

SECTION 6. PUBLIC COMMENT

- 6.1 Public Comment:** Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. In addition, comments may be offered on items not on the agenda under that portion of the agenda. In accordance with State law, matters not scheduled on the agenda cannot be acted upon by the City Council, but items raised by the public during public comment may be referred to a future City Council agenda at the request of the Mayor or City Council.
- 6.2 Limitations:** The public comment period may be 3 minutes for items on the agenda or items not listed on the agenda. Speakers are called in the order the speaker cards are submitted. Project applicants or appellants will be allowed more than the designated 3 minutes in accordance with City Council Policy 03-01. Consistent with this policy, the Mayor or Presiding Officer may recall an applicant or appellant to address questions after the public comment is heard. In addition, applicants will be given time at the end of the public hearing to address any questions or comments.

The Mayor or Presiding Officer may allow speakers who wish to speak under public comment for items not on the agenda to concede a portion of their time, specifically, one speaker may concede a portion of their time to one other speaker. For all other business items, the Mayor or Presiding Officer may allow speakers more time and/or allow speakers to concede a portion of their time to a designated speaker of a group, specifically up to two speakers may concede their time to one speaker, unless a majority of the City Council objects. Speakers that wish to designate a group speaker shall notify the City Clerk before discussion on the item begins. Additionally, any speaker that concedes their time must be present at that City Council meeting. Speaker who would like to share documents or presentations may do so by submitting said document to the City Clerk by noon on the day of the City Council Meeting. Speaker may not share videos or presentations with videos embedded within them.

- 6.3 Procedure:** To address the City Council, each speaker is requested to fill out a Speaker Card and turn it in to the City Clerk before discussion on the agenda item begins. The speaker is requested to provide their name, contact information, and the subject(s) upon which the speaker wishes to address the City Council. Speakers who do not wish to provide their name should provide an alternative designation so that they can be called to speak by the City Clerk.

Public comment may be provided in writing for items on the agenda, as well as for items not on the agenda. Public comment in writing may be submitted via email to ccpubliccomment@morganhill.ca.gov or by mail to the City Clerk at 17575 Peak Avenue,

Morgan Hill, CA 95037. Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the meeting although Council Members may not have sufficient time to review them. Public comments submitted to the City Clerk after noon the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website, so do not include any personal information you do not want to be posted on the web.

SECTION 7. PROCEDURES FOR THE CONDUCT OF MEETINGS

7.1 Role of the Mayor/Presiding Officer:

- a.** The Presiding Officer of the City Council, who shall be the Mayor or in the Mayor's absence shall be the Mayor Pro Tempore, or in their absence any other designated member of the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Council Members and between the Council, staff, and public.
- b.** Communication with Council Members:
 - 1.** Council Members should request the floor from the Presiding Officer before speaking.
 - 2.** When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
 - 3.** During both questions, when one Council Member has the floor, they are limited to 5 minutes. During discussion, the Mayor and Council Members as a whole are limited to 15 minutes. The time limit may be extended at the Mayor's discretion.
 - 4.** With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. The Council Member being questioned may or may not respond while the floor is still held by the Council Member asking the question. The reply shall be limited to the question asked.
- c.** The Mayor or Presiding Officer may declare that an item within the meeting will be conducted in "workshop" format, which means that the procedures described in section 7.1B do not strictly apply. This is to allow for a more open discussion without strict formalities. The Mayor or Presiding Officer may end the workshop format for the item at his/her discretion.
- d.** Communication with Members of the Public Addressing the Council

1. The Mayor or Presiding Officer shall open the floor for public testimony as appropriate.
 2. After a witness or subject matter expert has addressed the City Council during public comment, Council members may only ask questions of witnesses or subject matter experts. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Council Member permission to directly question the person.
 3. Staff members, through the City Manager, shall be a resource to the City Council to answer questions arising during discussions between Council Members and between Council Members and members of the public. Communications in this regard shall be through the Presiding Officer.
 4. Members of the public shall direct their questions and comments through the Presiding Officer.
- 7.2 Rules of Order:** The City Council adopts no specific rules of order except those listed herein. The City Council shall refer to Rosenberg's Rules of Order (available at <https://www.cacities.org/UploadedFiles/LeagueInternet/77/77d4ee2b-c0bc-4ec2-881b-42ccdbbe73c9.pdf>) as a guide for the conduct of meetings. The guideline regarding not requiring seconds for governmental bodies' motions, resolutions or ordinances is not adopted as the rule in the City. The Mayor or Presiding Officer has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting. These latter rules will be followed unless objected to by a majority of the City Council members present.
- 7.3 Motions:** The Mayor or any member of the City Council may bring a matter of business on the agenda before the Council by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for full debate offering the first opportunity to debate to the moving party and, thereafter, to any Council Member recognized by the Mayor or Presiding Officer. Debate shall be closed upon consent of a majority of the Council.
- 7.4 Reconsideration:** Immediately after a vote on a matter, any member of the City Council may request to have his/her vote changed on a matter before the Council moves on to the next item. Such a request will be granted by the Mayor or Presiding Officer unless a majority of the Council objects.

A matter may be reconsidered by the City Council if a member on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the Council, however, nothing in this policy precludes the majority of members of the City Council from requesting reconsideration of any item.

- 7.5 Debate:**
- a. The discussions and deliberations at meetings of the City Council are to secure the informed judgement of Council members on proposals submitted for decision. This

purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

b. Obtaining the Floor for Debate:

As soon as a debatable motion has been stated to the Council by the Mayor or Presiding Officer, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor or Presiding Officer. A member who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

c. Speaking More Than Once:

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council member has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor or Presiding Officer may recognize the member who has already spoken.

d. Relevancy of Debate:

All discussion must be relevant to the motion before the City Council. A member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Mayor or Presiding Officer should then direct the speaker to limit discussion to the question before the City Council.

A motion-its nature or consequences-may be attacked vigorously. But it is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor or Presiding Officer instantly to stop any member who engages in personal attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Mayor or Presiding Officer and must never be directed to any individual.

e. Mayor's Duties During Debate:

The Mayor or Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor or Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

SECTION 8. DECORUM

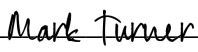
- 8.1 Council Members:** Members of the City Council value and recognize the importance of the trust invested to them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.
- 8.2 City Employees:** Members of City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.
- 8.3 Public:** Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.
- 8.4 Noise in the Chamber:** Noise emanating from the audience within the Council Chamber or lobby area, which disrupts City Council meetings, shall not be permitted.
- 8.5 Sergeant-at-Arms:** The Chief of Police, or his/her designated representative shall be ex-officio Sergeant-at-Arms of the City Council.

SECTION 9. VIOLATIONS OF PROCEDURES

- 9.1** Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:

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MARK TURNER, MAYOR

Pop-up Vendors / Street Vendors

Pop-up vendors consisting of push carts, BBQ pits, grills, food trailers, food carts, or other items used to sell food, flowers, and other retail items and services are beginning to appear all throughout the city. While these types of businesses may be legal according to California State law, there are certain permissible regulations that should be considered and enforced.