



City of Santa Clara

Agenda

Council and Authorities Concurrent Meeting

Call and Notice Special Meeting

Santa Clara Stadium Authority

Tuesday, March 8, 2022

4:00 PM

Virtual Meeting

4:00 PM Closed Session

6:00 PM Study Session

7:00 PM Open Session

Pursuant to Government Code Section 54953(e) and City of Santa Clara Resolution 22-9051, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

• Via Zoom:

o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

o Phone: 1(669) 900-6833

• Via the City's eComment (now available during the meeting)

• Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on March 8, 2022 at 4:00 PM for a Special Meeting to be held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

4:00 PM CLOSED SESSION

Call to Order

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

- 1.A 22-249 [Public Employee Appointment \(Government Code §§ 54957, 54954.5, subd. \(e\)\)](#)
[Title: Interim City Attorney](#)
- 1.B 22-390 [Public Employee Discipline/Dismissal/Release \(Government Code § 54957, \(b\)\(1\)\)](#)
- 1.C 22-399 [Public Employment Appointment \(Government Code §§ 54957, 54954.5, subd. \(e\)\)](#)
[Title: Acting City Manager](#)
- 1.D 22-333 [Conference with Legal Counsel-Existing Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)
[Rodriguez Sheet Metal v. R.L. Ziegenbein Construction, Inc., et al., Santa Clara County Superior Court Case No. 21CV387089](#)
- 1.E 22-341 [Conference with Legal Counsel-Existing Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)
[Marina Landscape, Inc. v. O.C. Jones & Sons, Inc., et al., Santa Clara County Superior Court Case No. 21CV389960](#)

Convene to Closed Session

6:00 PM STUDY SESSION

- 2. 22-1669 [Study Session - Pruneridge Avenue Complete Streets Plan](#)

Recommendation: There is no staff recommendation.

7:00 PM COUNCIL REGULAR AND SPECIAL STADIUM AUTHORITY MEETING

**Open Session to begin at 7:00 PM or shortly thereafter*

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

3. **22-334** [Action to Continue the Public Hearing for the Patrick Henry Drive Specific Plan including: Determination of the Adequacy of the Environmental Impact Report \(EIR\) and Adoption of a Statement of Overriding Considerations and an Associated Mitigation Monitoring and Reporting Program \(MMRP\); Adoption of the Patrick Henry Drive Specific Plan; Adoption of General Plan Amendments to Create New General Plan Land Use Designations and Change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations; and Adoption of Chapter 18.27 of the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area](#)

Recommendation: Take action to continue the Patrick Henry Drive Specific Plan including: Determination of the Adequacy of the Environmental Impact Report (EIR) and Adoption of a Statement of Overriding Considerations and an Associated Mitigation Monitoring and Reporting Program (MMRP); Adoption of the Patrick Henry Drive Specific Plan; Adoption of General Plan Amendments to Create New General Plan Land Use Designations and Change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations; and Adoption of Chapter 18.27 of the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area, to March 22, 2022.

SPECIAL ORDER OF BUSINESS

- 4.A **22-385** [Informational Item Regarding Interim City Attorney Hiring \(No Council Action to Be Taken\)](#)
- 4.B **22-04** [Proclaim March 2022 as Women's History Month](#)
- 4.C **22-314** [Discussion by the Consulate of Ireland on the historic relationship between Santa Clara and Ireland](#)

4.D 22-127 [Recognition of the Donation in the Amount of \\$6,500 From Jerold W. Louderback, Jr. for the Purchase and Installation of a Memorial Bench to be Located in the Greek Section of the Mission City Memorial Park in Honor of Pauline M. Louderback, Ernest M. Peterson, and Helen F. Peterson and Related Budget Amendment](#)

- Recommendation:**
1. Recognition of the donation in the amount of \$6,500 from Jerold W. Louderback, Jr. for the purchase and installation of a Memorial Bench to be located in the Greek section of the Mission City Memorial Park In Honor of Pauline M. Louderback, Ernest M. Peterson, and Helen F. Peterson; and
 2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the FY2021/22 budget amendment in the Cemetery Fund to recognize and appropriate a donation in the amount of \$6,500 (**five affirmative Council votes required to appropriate additional revenue**).

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

5.A 22-350 [Action on December 7, 2021 Council & Authorities Concurrent and Special Stadium Authority Meeting Minutes](#)

- Recommendation:** Approve the Meeting Minutes of the December 7, 2021 - Council & Authorities Concurrent and Special Stadium Authority Meeting.

5.B **22-14** [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Planning Commission - January 26, 2022
Board of Library Trustees - July 19, 2021
Board of Library Trustees - November 1, 2021
Board of Library Trustees - December 6, 2021
Board of Library Trustees - January 6, 2022
Senior Advisory Commission - January 24, 2022

5.C **22-142** [Action on Bills and Claims Report \(CC, SCSA, SOSA\) for the period January 1, 2022 - January 28, 2022](#)

Recommendation: Approve the list of Bills and Claims for January 1, 2022 - January 28, 2022.

5.D **22-07** [Action on Monthly Financial Status and Investment Report for November 2021 and Approve Related Budget Amendments](#)

Recommendation: Note and file the Monthly Financial Status and Investment Reports for November 2021 as presented and Approve Related Budget Amendments in various funds consistent with **City Charter Section 1305**, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” as noted for each individual item in Attachment 3.

5.E **22-141** [Action on the Santa Clara Convention Center FY 2021/22 2nd Quarter Financial Status Report](#)

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 2nd Quarter ending December 31, 2021, as submitted by Spectra.

5.F 22-1691 [Action on an Agreement with TJKM Transportation Consultants for Transportation Modeling Update Services](#)

- Recommendation:**
1. Authorize the City Manager to execute an Agreement with TJKM Transportation Consultants for services to provide Transportation Modeling Update Services for an initial two-year term with maximum compensation not-to-exceed \$148,951;
 2. Authorize the City Manager to make minor modifications to the Agreement, if necessary; and
 3. Authorize the City Manager to execute a one-year option to extend the term of the Agreement, not to exceed three years, at the City's sole discretion, after the initial term and subject to the appropriation of funds.

5.G 22-40 [Action on Agreements with Construction Testing Services, Ninyo and Moore Geotechnical and Environmental Sciences Consultants, Quality Assurance Engineering, and Smith-Emery of San Francisco, for Materials Testing and Special Inspection Services for Public Works Projects](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute an agreement for the Performance of Services with Construction Testing Services, Inc. (\$105,000), Ninyo and Moore Geotechnical and Environmental Sciences Consultants (\$105,000), Quality Assurance Engineering, Inc. (\$105,000), and Smith-Emery of San Francisco, Inc. (\$105,000) to perform on-call materials testing and special inspection services for a combined amount not-to-exceed \$420,000 over the three-year terms of the agreements;
 2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total does not exceed \$420,000 subject to annual appropriations; and
 3. Authorize the City Manager to exercise up to two one-year extensions for each agreement with no increase in compensation in the event that the work is not completed by the Agreement end dates and make minor modifications to the agreements, if necessary.

5.H 22-41 [Action on Agreements with CSG Consultants, CPM Associates, and Propcon Corp dba APC International, for Construction Management and Inspection Services for Public Works Projects](#)

- Recommendation:**
1. Approve and authorize the City Manager to execute agreements for the Performance of Services with, CPM Associates, Inc. (\$246,000), CSG Consultants, Inc. (\$246,000) and Propcon Corp. (\$246,000), to perform on-call construction management and inspection services for a combined amount not-to-exceed \$738,000 over the initial three-year terms of the agreements;
 2. Authorize the City Manager to exercise up to two, one-year extensions for each agreement and make minor modifications to the agreements, if necessary; and
 3. Authorize the City Manager to adjust compensation amounts between the three agreements and to amend agreement not-to-exceed amounts up to an aggregate amount of \$1,050,000 subject to budget appropriations.

5.I 22-74 [Action on an Agreement with Baker Tilly US, LLP for Citywide Risk Assessment, Annual Work Plan, and Internal Audit Work](#)

- Recommendation:**
1. Authorize the Audit Manager to execute an agreement with Baker Tilly US, LLP for Citywide Risk Assessment, Annual Work Plan, and Internal Audit Work, for a five-year term starting on April 1, 2022 and ending on March 31, 2027, with maximum compensation not-to-exceed \$446,750 and subject to the appropriation of funds; and
 2. Authorize the Audit Manager to execute amendments to the Agreement for additional risk assessment and audit services that may be required during the five-year term, subject to the appropriation of funds.

5.J 22-152 [Action to Authorize the Office of the City Manager to Negotiate and Execute Amendments to Agreements for the Performance of Services with Precept Environmental, Inc. and Art Alger, Inc. dba Peninsula Crane & Rigging to Extend the Terms and Increase the Maximum Compensations](#)

- Recommendation:**
1. Authorize the Office of the City Manager to negotiate and execute Amendment No. 1 to the Agreement for the Performance of Services with Precept Environmental, Inc. to extend the term through March 16, 2025 (an additional three years) and increase the maximum compensation to \$280,000;
 2. Authorize the Office of the City Manager to negotiate and execute Amendment No. 2 to the Agreement for Services with Art Alger, Inc. dba Peninsula Crane & Rigging to extend the term through March 27, 2025 (an additional three years) and increase the maximum compensation to \$700,000; and
 3. Authorize the Office of the City Manager to execute additional amendments to increase the maximum compensation during the term of the subject agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

5.K 22-182 [Action on the Second Amendment to the Contract Between the County of Santa Clara And City of Santa Clara - Congregate Meals for the Senior Nutrition Program at the Santa Clara Senior Center for FY2021/22 and Related Budget Amendment](#)

- Recommendation:**
1. Approve and authorize the Office of the City Manager to execute the Second Amendment to the Contract Between the County of Santa Clara and City of Santa Clara -Congregate Meals at the Santa Clara Senior Center in the amount not to exceed \$121,324 for FY 2021/22;
 2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the related FY 2021/22 budget amendment in the Parks and Recreation Operating Grant Trust Fund to decrease the Other Agencies Revenue and the Senior Nutrition Program by \$23,215 (**majority affirmative Council votes required**); and
 3. Authorize the Office of the City Manager to negotiate and execute amendments to the Agreement, subject to Council appropriation of funds.

5.L 22-158 [Action to Authorize the Office of the City Manager to Negotiate and Execute Amendment No. 3 to the Steam Sales Agreement with The Newark Group, Inc. to Extend the Agreement Until March 31, 2024 and Add Additional Financial Provisions](#)

- Recommendation:** Authorize the Office of the City Manager to Negotiate and Execute Amendment No. 3 to the Steam Sales Agreement with The Newark Group, Inc. to extend the Agreement until March 31, 2024 and include additional financial provisions.

- 5.M 22-180** [Action on Park & Recreation Commission's Recommendation that Council Approve the Park Master Plan-Schematic Design for the New Public Mini-Park to be located at 5150 Calle Del Sol & 2350 Calle De Luna \(Related - Tasman East Focus Area\)](#)

Recommendation: Council approve the Park Master Plan - Schematic Design for the New Public Mini-Park to located at 5150 Calle Del Sol & 2350 Calle De Luna.

- 5.N 22-316** [Note and File the Strategy and Next Steps for the Sale of the Loyalton Ranch Property](#)

Recommendation: Note and File the Strategy and Next Steps for the sale of the Loyalton Ranch Property.

- 5.O 22-360** [Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency](#)

Recommendation: Adopt a Resolution finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

SANTA CLARA STADIUM AUTHORITY

- 6. 22-111** [Action on Stadium Authority Bills and Claims for the Month of November 2021](#)

Recommendation: Approve the list of Stadium Authority Bills and Claims for November 2021.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

7. **22-1582** [Action to Waive First Reading and Introduce an Ordinance Approving a Military Equipment Funding, Acquisition and Use Policy Pursuant to Assembly Bill 481; and Note and File Recommendation Submitted by the Task Force on Diversity, Equity and Inclusion to Adopt AB481 Policy and Ordinance](#)

Recommendation: Waive First Reading and Introduce an Ordinance Approving a Military Equipment Funding, Acquisition and Use Policy Pursuant to Assembly Bill 481; and Note and File Recommendation submitted by the Task Force on Diversity, Equity and Inclusion to Adopt AB481 Policy and Ordinance.

8. **22-242** [Action on Amendment No. 5 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium](#)

Recommendation: Alternative 1:
Authorize the City Manager to execute Amendment No. 5 with Wilson, Ihrig & Associates to extend the term of the Agreement by 2 years ending on March 31, 2024, and increase maximum compensation by \$140,000 for a total not to exceed amount of \$439,840, subject to Santa Clara Stadium Authority Board appropriation of funds.

9. **22-384** [Discussion and Action on Potential March 10, 2022 Cities Association Legislative Action Committee Meeting AB 1944 Agenda Item](#)

Recommendation: 1. Council discussion and action to take either a "Support", "Oppose", or "No Position" position on the potential March 10, 2022 Cities Association LAC Meeting AB 1944 agenda item; and
2. Authorize Councilmember Watanabe to take action on the potential LAC Meeting AB 1944 agenda item consistent with the City Council's position.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, March 22, 2022.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-249

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Public Employee Appointment (Government Code §§ 54957, 54954.5, subd. (e))

Title: Interim City Attorney



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-390

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Public Employee Discipline/Dismissal/Release (Government Code § 54957, (b)(1))



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-399

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Public Employment Appointment (Government Code §§ 54957, 54954.5, subd. (e))

Title: Acting City Manager



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-333

Agenda Date: 3/8/2022

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Rodriguez Sheet Metal v. R.L. Ziegenbein Construction, Inc., et al., Santa Clara County Superior Court Case No. 21CV387089



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-341

Agenda Date: 3/8/2022

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Marina Landscape, Inc. v. O.C. Jones & Sons, Inc., et al., Santa Clara County Superior Court Case No. 21CV389960



Agenda Report

22-1669

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Study Session - Pruneridge Avenue Complete Streets Plan

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Pruneridge Avenue is an east/west street near the southern boundary of Santa Clara, tying into Cupertino at the western city limit and San Jose on the eastern city limit (Attachment 1, Location Map). The majority of Pruneridge Avenue in Santa Clara is fronted by single family homes, and the City's General Plan lists Pruneridge Avenue as a minor arterial street to include future bicycle lanes along the entire roadway within the City. Additionally, the Santa Clara Bicycle Plan Update 2018 lists the entirety of Pruneridge Avenue within Santa Clara as a roadway that should include bicycle lanes.

Prior to 2012, Pruneridge Avenue operated as a four-lane roadway with two lanes in each direction without bicycle lanes. In 2012, the City re-configured Pruneridge Avenue between the western city limit and Pomeroy Avenue (0.85 miles) to become a three-lane facility with one lane in each direction, a center turn lane, and bicycle lanes. In 2017, the City of San Jose re-configured the street east of Winchester Boulevard to become a three-lane facility with bicycle lanes, similar in design to the 2012 project. Completion of these improvements generated interest from the bicycling community to re-configure Pruneridge Avenue to install bicycle lanes between Pomeroy Avenue and Winchester Boulevard (2.2 miles).

The City received a grant in the amount of \$351,077 through Caltrans and in November 2020, the City Council approved a Design Professional Services Agreement with a consultant, Alta Planning + Design, for the Pruneridge Avenue Complete Streets Plan project (Project). The Project will study the 2.2-mile segment of Pruneridge Avenue between Pomeroy Avenue to Winchester Boulevard for inclusion of potential bicycle and pedestrian improvements.

DISCUSSION

Since November 2020, the Project has conducted community outreach, completed traffic and parking analyses, and created draft concepts (Attachment 2) to re-configure the roadway to accommodate bicycle and pedestrian improvements.

This study session will update the Council on efforts completed to date and obtain Council input regarding the concepts created for the Project.

ENVIRONMENTAL REVIEW

The action being considered is a study session only and does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5), an administrative activity that will not result in direct or indirect physical changes to the environment.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

There is no staff recommendation.

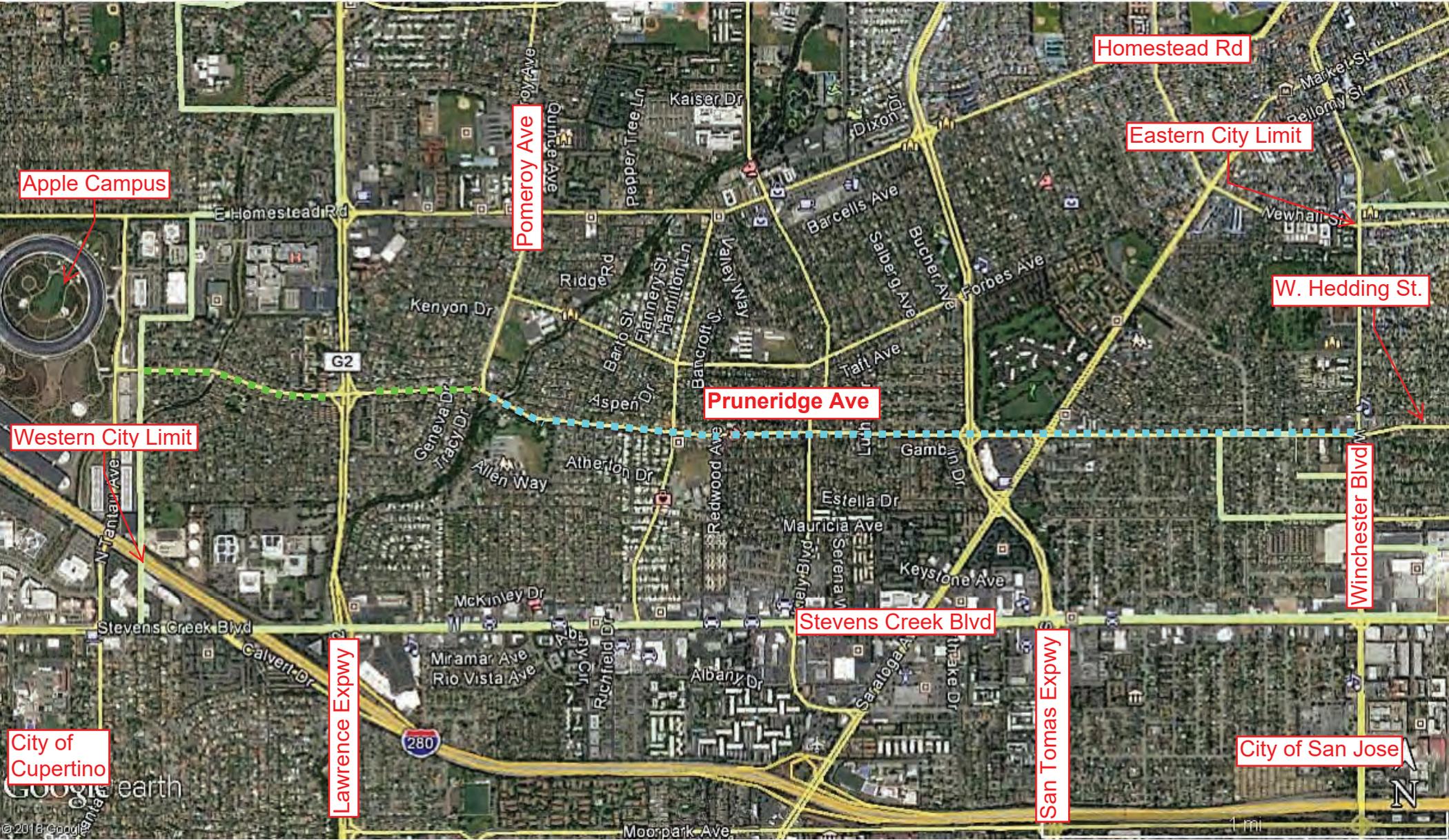
Reviewed by: Craig Mobeck, Director of Public Works

Approved by: City Manager’s Office

ATTACHMENTS

1. Location Map
2. Pruneridge Avenue Design Concepts

Location Map



■■■■■ 2012 Roadway Reallocation Project

■■■■■ Pruneridge Avenue Complete Streets Plan Area

Existing Conditions

4 Lanes - Parking on Both Sides

- 12' Traffic Lanes
- 64' Curb to Curb Width
- 90' Total ROW

RESIDENTIAL CONTEXT

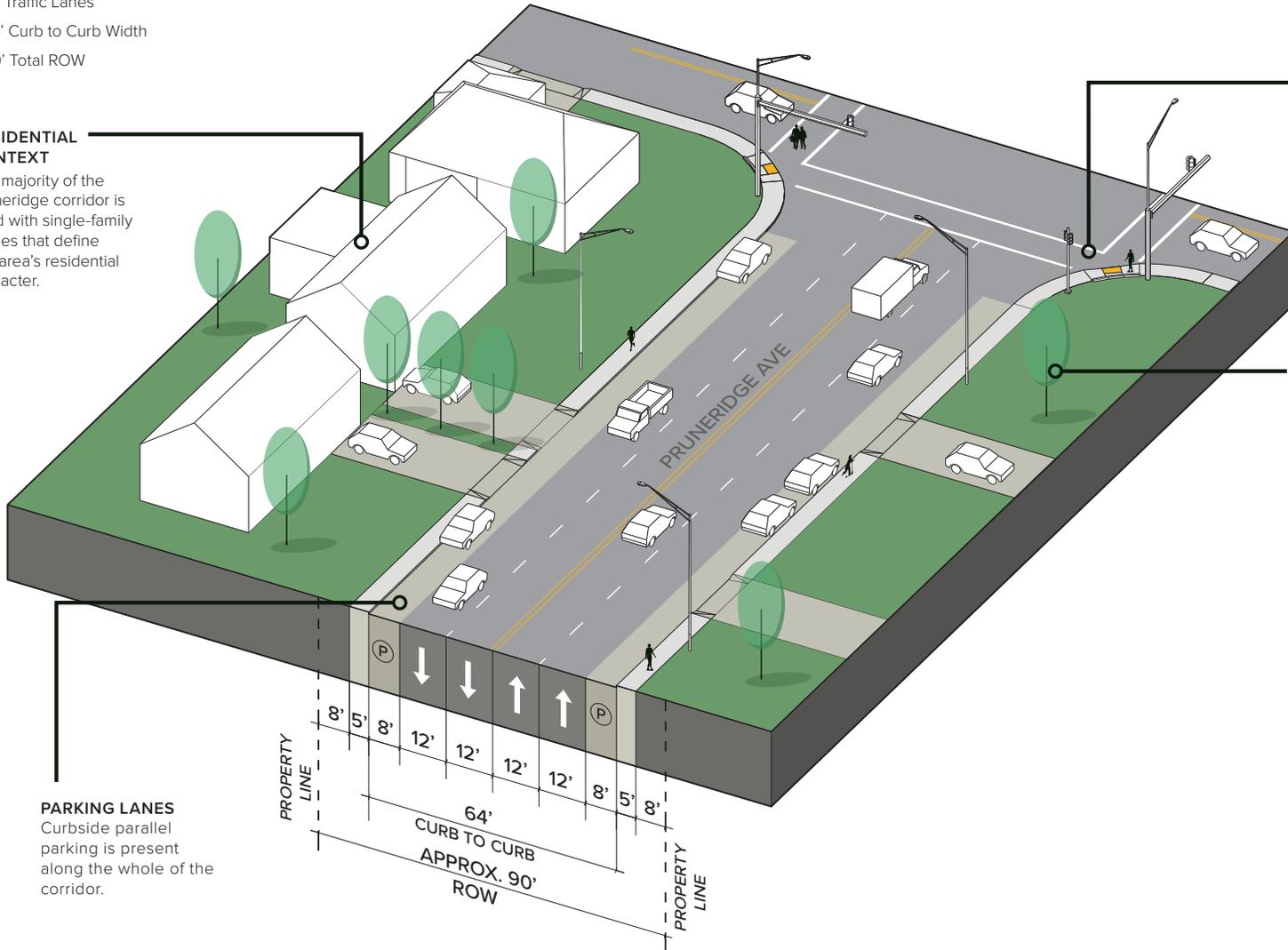
The majority of the Pruneridge corridor is lined with single-family homes that define this area's residential character.

INTERSECTIONS / CORNERS

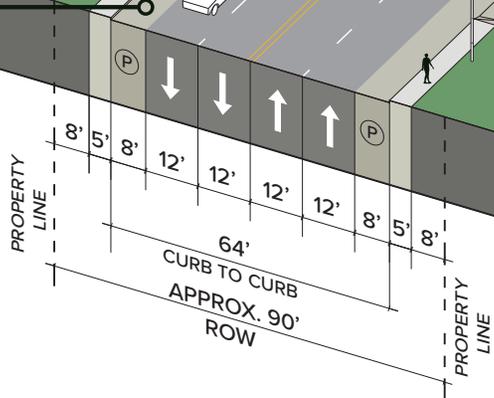
Sweeping corners and long crossing distances for sidewalk users promote higher vehicle speeds. These intersection corner designs are based on old design standards.

CANOPY TREES

Intermittent mature trees spread along the corridor provide shade where present. Most trees are on private property setback from roadway and do not provide shade for the sidewalk.



PARKING LANES
Curbside parallel parking is present along the whole of the corridor.



Concept 01

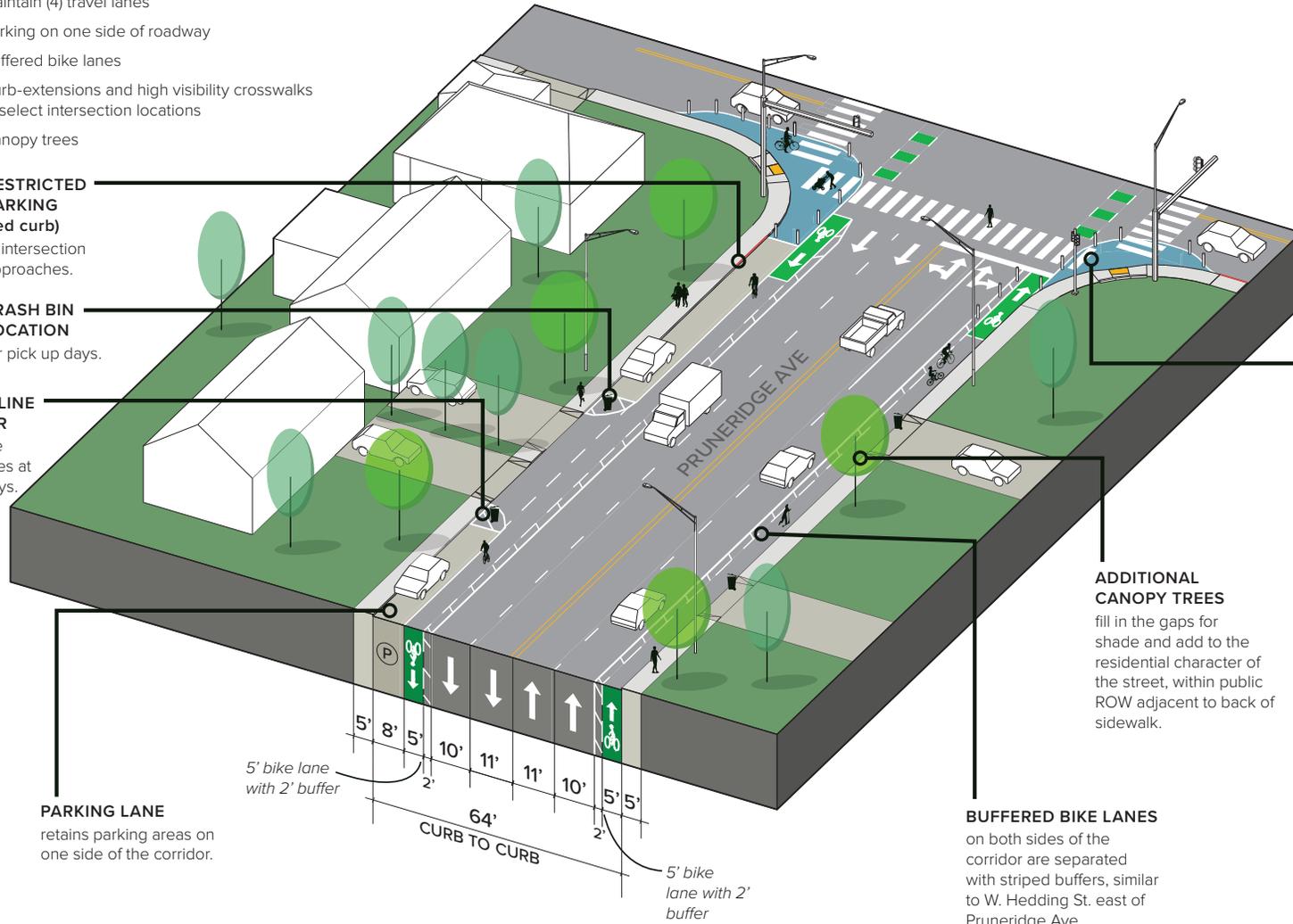
Four Lanes - Remove Parking On One Side

- Maintain (4) travel lanes
- Parking on one side of roadway
- Buffered bike lanes
- Curb-extensions and high visibility crosswalks at select intersection locations
- Canopy trees

RESTRICTED PARKING (red curb) at intersection approaches.

TRASH BIN LOCATION for pick up days.

SIGHT LINE BUFFER increase sight lines at driveways.



PARKING LANE retains parking areas on one side of the corridor.

5' bike lane with 2' buffer

64' CURB TO CURB

5' bike lane with 2' buffer

ADDITIONAL CANOPY TREES fill in the gaps for shade and add to the residential character of the street, within public ROW adjacent to back of sidewalk.

BUFFERED BIKE LANES on both sides of the corridor are separated with striped buffers, similar to W. Hedding St. east of Pruneridge Ave.

INTERSECTION APPROACH CONSIDERATIONS:

- Green-backed bike symbol at intersection approach for visibility
- Bulb-outs, option for curb extensions or short-term quick-build painted option
- Parking is restricted at corners with bollards and bike lanes - improved sight lines is a co-benefit
- Leading pedestrian phase and bike phase or indication
- Add vertical barrier to further protect bicyclists from right turn movements

CURB-EXTENSION & HIGH VISIBILITY CROSSWALKS (at select intersections) enhances pedestrian safety by increasing visibility and reducing crossing length (short-term quick-build painted option shown).

Concept 02

Two Lanes and Center Turn Lane

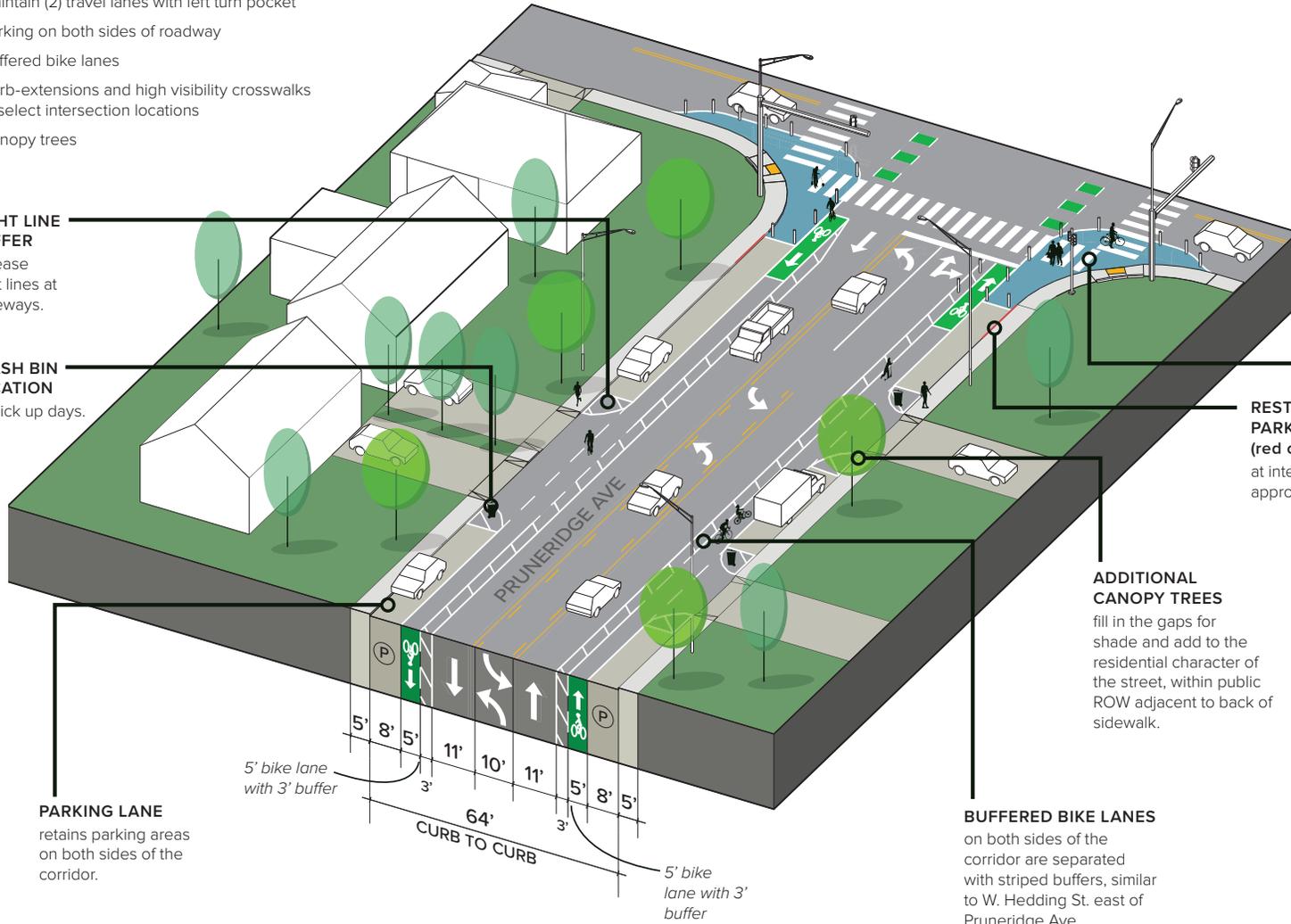
- Maintain (2) travel lanes with left turn pocket
- Parking on both sides of roadway
- Buffered bike lanes
- Curb-extensions and high visibility crosswalks at select intersection locations
- Canopy trees

SIGHT LINE BUFFER

increase sight lines at driveways.

TRASH BIN LOCATION

for pick up days.



INTERSECTION APPROACH CONSIDERATIONS:

- Include green-backed bike symbol at intersection approach for visibility
- Include bulb-outs, option for curb extensions or short-term quick-build painted option
- Add vertical barrier to further protect bicyclists from right turn movements
- Parking is restricted at corners with bollards and bike lanes - improved sight lines is a co-benefit
- Modify signal timing to include leading pedestrian and bike intervals

CURB-EXTENSION & HIGH VISIBILITY CROSSWALKS

(at select intersections) enhances pedestrian safety by increasing visibility and reducing crossing length (short-term quick-build painted option shown).

RESTRICTED PARKING (red curb) at intersection approaches.

ADDITIONAL CANOPY TREES

fill in the gaps for shade and add to the residential character of the street, within public ROW adjacent to back of sidewalk.

BUFFERED BIKE LANES

on both sides of the corridor are separated with striped buffers, similar to W. Hedding St. east of Pruneridge Ave.

PARKING LANE retains parking areas on both sides of the corridor.

5' bike lane with 3' buffer

5' bike lane with 3' buffer



Concept 03

Parking Protected Separated Bikeway

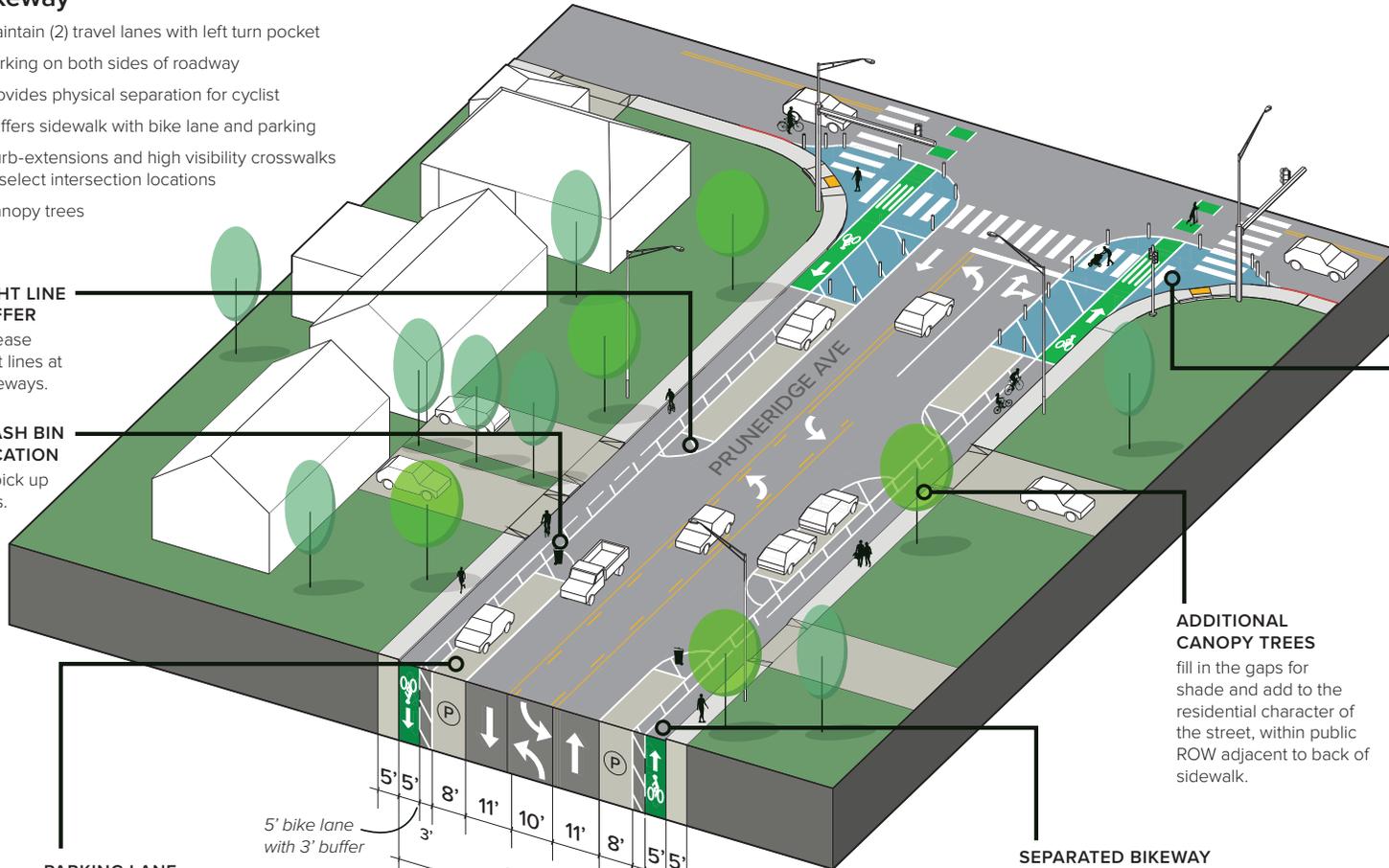
- Maintain (2) travel lanes with left turn pocket
- Parking on both sides of roadway
- Provides physical separation for cyclist
- Buffers sidewalk with bike lane and parking
- Curb-extensions and high visibility crosswalks at select intersection locations
- Canopy trees

SIGHT LINE BUFFER

increase sight lines at driveways.

TRASH BIN LOCATION

for pick up days.



PARKING LANE
retains parking areas on both sides of the corridor protects bicyclists and maintains clear sight lines from driveways.

ADDITIONAL CANOPY TREES

fill in the gaps for shade and add to the residential character of the street, within public ROW adjacent to back of sidewalk.

SEPARATED BIKEWAY
on both sides of the corridor are further separated from traffic with parking lane, the 3' buffer separates bicyclists from those opening their door.

CURB-EXTENSION & HIGH VISIBILITY CROSSWALKS (at select intersections)

enhances pedestrian safety by increasing visibility and reducing crossing length (short-term quick-build painted option shown).

INTERSECTION APPROACH CONSIDERATIONS:

- Include green-backed bike symbol at intersection approach for visibility
- Include bulb-outs, option for curb extensions or short-term quick-build painted option
- Parking is restricted at corners with bollards and bike lanes - improved sight lines is a co-benefit
- Modify signal timing to include leading pedestrian and bike intervals





Agenda Report

22-334

Agenda Date: 3/8/2022

REPORT TO CITY COUNCIL

SUBJECT

Action to Continue the Public Hearing for the Patrick Henry Drive Specific Plan including: Determination of the Adequacy of the Environmental Impact Report (EIR) and Adoption of a Statement of Overriding Considerations and an Associated Mitigation Monitoring and Reporting Program (MMRP); Adoption of the Patrick Henry Drive Specific Plan; Adoption of General Plan Amendments to Create New General Plan Land Use Designations and Change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations; and Adoption of Chapter 18.27 of the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Public Hearing item for the review and action of the Patrick Henry Drive Specific Plan including: Determination of the Adequacy of the Environmental Impact Report (EIR) and Adoption of a Statement of Overriding Considerations and an Associated Mitigation Monitoring and Reporting Program (MMRP); Adoption of the Patrick Henry Drive Specific Plan; Adoption of General Plan Amendments to Create New General Plan Land Use Designations and Change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations; and Adoption of Chapter 18.27 of the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area, was noticed to be heard by the City Council on March 8, 2022, but will not be considered for action on that day.

Notice of this item being heard by the City Council on March 8, 2022 was made by publishing a hearing notice in the Santa Clara Weekly on January 12, 2022, and by mailing a hearing notice to properties within a 500-foot radius of the plan area.

DISCUSSION

As a result of a large number of items being scheduled for the March 8, 2022 Council agenda, staff is now requesting that the Council continue this item to March 22, 2022.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no impact to the City for preparing this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Take action to continue the Patrick Henry Drive Specific Plan including: Determination of the Adequacy of the Environmental Impact Report (EIR) and Adoption of a Statement of Overriding Considerations and an Associated Mitigation Monitoring and Reporting Program (MMRP); Adoption of the Patrick Henry Drive Specific Plan; Adoption of General Plan Amendments to Create New General Plan Land Use Designations and Change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations; and Adoption of Chapter 18.27 of the Zoning Code to Create Zoning Regulations for the Patrick Henry Drive Specific Plan and Rezoning of the Patrick Henry Drive Specific Plan Area, to March 22, 2022.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: City Manager's Office



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-385

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Informational Item Regarding Interim City Attorney Hiring
(No Council Action to Be Taken)

ATTACHMENT

Request for Proposal for Interim City Attorney Position



City of Santa Clara

The Center of What's Possible

REQUEST FOR PROPOSAL

INTERIM CITY ATTORNEY APPOINTMENT

RFP HR 22-01

January 31, 2022

RFP release date	January 31, 2022
Deadline for questions	February 7, 2022 by 8:00 PM PST
Issue responses to questions	February 14, 2022
Proposal Due Date	March 3, 2022
Proposal Due Time	Close of Business
Proposal Due Location	e-mail your response to: AAzevedo@SantaClaraCA.gov
Evaluation of Proposal Period	March 4 -11, 2022
Proposer Interviews	March 14 - 16, 2022
City Council Review for Approval	March 22, 2022
Projected Start Date for Selected Interim City Attorney	April 1, 2022
Contact Name:	Aracely Azevedo Human Resources Director AAzevedo@SantaClaraCA.gov

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1 INTRODUCTION

The City of Santa Clara is seeking proposals from full-service law firms and individuals with experience in advising and representing California cities for full city attorney services in response to the City's present need for an Interim City Attorney, to serve while the City conducts its recruitment for a long-term City Attorney.

2 BACKGROUND

2.1 The City of Santa Clara, also known as the Mission City, is a charter city incorporated in 1852 under the laws of the State of California. The City's powers are exercised through a Council/Manager form of government. The City Council is made up of the Mayor, elected at large, and six councilmembers elected by district serving as the legislative authority. The City Council appoints a City Manager who is responsible for the overall management and administration of the City, a City Attorney to represent and advise the City Council and all City officers in all matters of law pertaining to their offices, and a City Auditor to audit and approve all bills, invoices, payrolls, demands or charges against the City government before payment and, with the advice of the City Attorney, advise the City Council as to the regularity, legality and correctness of such claims, demands or charges. The Police Chief and the City Clerk are also publicly elected officials.

2.2 Santa Clara is a full service City that provides its residents with, among other things, electric, water and sewer utilities as well as police and fire services.

2.3 The City is located in the County of Santa Clara, California, and is approximately 45 miles southeast of San Francisco and three miles west of downtown San Jose. It is situated in the northern part of the County and occupies approximately 18.41 square miles.

2.4 The City enjoys a diversified industrial and commercial base. Santa Clara is headquarters to some of the nation's leading electronics, telecommunications, computer, and semiconductor firms. The City is also home to a university, a community college, an adult learning center, and a general hospital.

2.5 The City's population is estimated at 129,100 indicating the City remains an attractive place both to live and work. The City is one of the most highly desirable areas to live because of the high-quality services it provides to residents and its business-friendly environment.

2.6 On June 8, 2010, the residents of Santa Clara voted to adopt Measure J, the Santa Clara Stadium Taxpayer Protection and Economic Progress Act, resulting in the approval to construct a new stadium to be leased by the San Francisco 49ers. Measure J called for the creation of the Santa Clara Stadium Authority to own, develop, construct, operate, and maintain the Stadium. The Stadium Authority exists as a public body, a JPA, separate and distinct from the City. The City Attorney also serves as the Stadium Authority Counsel for the Stadium Authority Board, attends all Board meetings and provides legal advice and representation on all legal matters.

2.7 The Office of the City Attorney provides a wide range of legal services to the City, and its various constituent entities/authorities, and the Santa Clara Stadium Authority. The City Attorney serves as a key member of the executive management team.

2.8 The responsibilities of the Office of the City Attorney consist of the following:

2.8.1 Represent and advise the City Council and all City officers in all matters of law pertaining to their offices.

2.8.2 Represent and appear on behalf of the City and any City officer or employee in all legal actions or proceedings which the City or any such officer or employee, in or by reason of his/her official capacity is a party; provide the City Council with information and advice regarding ongoing litigation and legislation that affects the City.

2.8.3 Attends all City Council meetings and gives advice or an opinion in writing whenever requested to do so by the City Council or officers of the City.

2.8.4 Staff board and commission meetings as necessary.

2.8.5 Approve the form of all bonds and given to and all contracts made by the City, endorsing approval thereon in writing.

2.8.6 Review and approve all ordinances and resolutions and amendments thereof.

2.8.7 Prosecute cases for violation of the Charter and City ordinances; and assist and provide training on current issues in the law and City policy as needed.

2.8.8 The Office of the City Attorney, acting as Stadium Authority Counsel, shall be responsible for all legal matters pertaining to the Stadium Authority and its operations.

2.8.9 The City is currently without a City Attorney. The work of the City Attorney is currently being performed by the most senior attorney in the City Attorney's Office and with the support of the CAO staff. The CAO currently includes 5 full-time attorneys and 1.5 non-attorney staff members. All CAO staff are appointed and directed by the City Manager.

2.8.10 The City has an immediate need for an Interim City Attorney and issues this RFP for this purpose. The expectation is that Interim City Attorney will serve in this position until the City hires a new City Attorney following a formal recruitment process. The City anticipates that the formal recruitment process could take between nine to twelve months from the date of this RFP to complete.

2.8.11 The City also has a long-term goal to hire a new City Attorney. City Council has directed staff to issue a RFP to retain an executive recruiting firm to undertake a recruitment for the permanent City Attorney position.

3 SCOPE OF WORK

3.1 Proposals are required to address the entire scope of work described herein.

3.2 The Interim City Attorney shall be responsible for performing all duties attributable to the City Attorney pursuant to the City Charter and as articulated in this Request for Proposal (RFP). The Interim City Attorney shall provide a wide range of legal services to the City and the Santa Clara Stadium Authority. The Interim City Attorney shall serve as a member of the executive management team.

3.3 The responsibilities of the Interim City Attorney are set forth in Attachment B (Anticipated Scope of Work).

3.4 The City intends for the engagement to be short-term and to only last while the City undertakes a formal recruitment process to appoint its replacement City Attorney. At this time, the City anticipates that the recruitment process may take between nine (9) to twelve months (12) months from the date that the Interim City Attorney is placed. The City requires a candidate or law firm who will remain flexible with respect to the termination date of the parties' agreement.

3.5 The designated Interim City Attorney may simultaneously apply for the long-term City Attorney position and participate in the RFP process for such position.

4 QUALIFICATIONS

4.1 The City desires to obtain services of a law firm or individual experienced in municipal law to serve as Interim City Attorney. Qualified firms or individuals with at least ten (10) years of municipal law experience are invited to submit written proposals to provide Interim City Attorney services. It is the City's preference that the individual designated Interim City Attorney have at least ten (10) years of municipal law experience. It is desirable, but not required, that the individual designated Interim City Attorney have prior experience serving as a City Attorney or Assistant City Attorney.

4.2 Telework will be permitted for attendance at remote meetings (including for Council meetings to the extent that Council continues to meet remotely during the appointment period) and during regular business hours in amount subject to Council's discretion and consistent with existing practices in the City Attorney's Office.

4.3 The following certification and licensure are required or desirable:

4.3.1 Active member in good standing of the State Bar of California is required;

4.3.2 Possession of an appropriate California Driver's License is required;

4.3.3 Admission to the United States Supreme Court, Federal District Court, and Federal Appeals Court Bar is desirable.

5 HOW TO OBTAIN THIS RFP

5.1 This RFP may be downloaded from the Periscope S2G (formerly BidSync) e-Procurement system located at <https://www.periscopeholdings.com/s2g>. Respondents can also find a link at the City of Santa Clara website at <https://www.santaclaraca.gov/our-city/departments-a-f/finance/doing-business-with-the-city>. At either website, follow the links to register for this online service. You may register for free either online or by calling Periscope S2G Vendor Support at 1-800-990-9339 and telling the support representative that you are registering for City of Santa Clara bids.

5.2 All addenda and notices related to this procurement will be posted by the City on Periscope S2G. In the event that this RFP is obtained through any means other than Periscope S2G, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

6 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All questions/inquiries pertaining to this RFP must be made using the Periscope S2G Q&A tool. The City will provide a written response to all questions using the S2G platform and all questions answered on S2G shall be considered addenda to the RFP.

7 OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing through the contact listed as the contact on the cover page of this document. Contact with representative(s) other than the name listed in this RFP may be grounds for disqualification. Objections must be as specific as possible and identify the RFP section number and title, as well as including a description and rationale for the objection. All objections must be received by the deadline for questions and objections indicated on the cover sheet of this document.

8 SUBMISSION OF PROPOSALS

8.1 Submit your proposal via email on or before the due date and time to the purchasing contact listed on the cover sheet of this RFP. The subject line of the email shall read as follows: PROPOSAL: RFP HR-21-01. Your proposal should be submitted as one file. Submitting multiple files may result in a proposal being marked down or disqualified if the City spends excessive printing and organizing your proposal. The City will accept e-signatures on documents that require a signature.

8.2 The contact will send a non-automatic acknowledgement email within one business day from receipt of your proposal. Promptly contact the contact by telephone or email if you have not received a confirming email. It is the Proposer's responsibility to ensure the delivery of its proposal to the contact by the due date and to seek confirmation of the contact's receipt of its proposal.

8.3 Formatting - The Proposal must be in Times New Roman, Arial or some similar, easily readable font. The size of the font cannot be any smaller than 11 and margins should be 1 inch or wider.

8.4 Cover Letter – Provide a cover letter (maximum 2 pages) signed by an authorized representative of the proposer providing an overview of proposer's general expertise, capacity, experience, and approach to performing the work described in this RFP. Please include the following information:

8.4.1 If you are a law firm, provide a Company history demonstrating that your firm has been in business for at least five years. For both firms and individuals, provide your staffing capacity, and list any subcontractors that you plan on using for this assignment and how they will be used.

8.4.2 Your primary area(s) of expertise.

8.4.3 Describe any pending or current litigation related to services provided by your firm, and any terminated contracts within the past five years with an explanation of the reasons for termination.

8.4.4 Please include your, or your firm's, name, mailing address, and point of contact information address and contact information if questions do arise regarding your submittal.

8.5 QUALIFICATIONS AND EXPERIENCE.

All proposals shall include the following minimum information:

8.5.1 Approach and Availability – A short discussion on the firm's or individual attorney's approach to providing municipal legal services that demonstrate the proposer's understanding of the needs of Santa Clara and the proposer's ability to address them during the appointment period.

8.5.2 The Office of the City Attorney currently has 5 full time attorneys – 1 Chief Assistant, 3 Assistants, and 1 Deputy – who split up the work of the City's various departments (including transactional/policy support, claims and litigation management, staffing various Boards and Commissions, etc.) amongst them. The Office has established processes and platforms used to provide support to the various departments. It is anticipated that the primary focus of the Interim City Attorney will be providing support to Mayor and Council, City Clerk, City Manager, and Stadium Authority, as well as staffing Council/Board meetings. Describe your approach to integrating your services with the existing team and the office's established practices.

8.5.3 Address how your office will staff this position during the appointment period.

8.5.4 Address the firm's or individual's ability to remain flexible with respect to the termination date for the parties' engagement. The Interim City Attorney appointment will last the duration of the City's recruitment process for the City Attorney, which is anticipated to last between nine (9) to twelve (12) months from the date of the RFP. It is the City's expectation that the contract would terminate upon the hiring of a long-term City Attorney. It is also the City's expectation that the Interim City Attorney or law firm could remain flexible to the extent that the City required a reasonable extension of the contract term with the City Attorney recruitment process remained pending.

8.5.5 Description of Law Firm, Management, and Team Members (As Applicable). A description of the law firm, its history, and a workplace that identifies the designated Interim City Attorney, all attorneys with whom the Interim City Attorney may consult or assign discrete projects to during the appointment period, all non-attorney staff the Interim City Attorney may use to complete the Services, and back-up attorneys (no more than two) who could assist the City in the event of absence or unavailability of the Interim City Attorney.

8.6 Interim City Attorney Qualifications. For the designated Interim City Attorney:

8.6.1 The name of the individual, along with their resume and length of employment with the law firm (if applicable);

8.6.2 Specialization, legal training and years of practice and years of public sector practice;

8.6.3 Municipal or other local public sector experience and California Municipal Law;

8.6.4 Knowledge and practice of law relating to land use and planning, CEQA, NEPA, general plans, real estate, environmental issues, hazardous waste and other related law;

8.6.5 Knowledge and practice of law relating to municipal utilities;

8.6.6 Experience in the areas of personnel/labor, workers' compensation, general liability, and employee relations;

8.6.7 Experience in the area of drafting and interpreting contracts and franchises, including public works contracting and prevailing wage matters;

8.6.8 Experience in the area of municipal code enforcement;

8.6.9 Experience in the preparation and review of ordinances and resolutions;

8.6.10 Experience in conflict resolution, managing disputes, and anticipating legal issues; and

8.6.11 Experience in the areas of Conflicts of Interest (including the Political Reform Act and Government Code Section 1090), Public Records Act, the Brown Act, and the California Elections Code.

8.7 Potential Conflicts and Legal Action. For the designated Interim City Attorney and their law firm, address the following:

8.7.1 Identify all public and private clients for whom the designated Interim City Attorney currently provides services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you propose to resolve such conflicts.

8.7.2 Identify all public and private clients for whom the law firm currently provides a significant amount of legal services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the way you propose to resolve such conflicts.

8.7.3 Identify all situations in the last ten (10) years in which the law firm has been adverse to public entities, either in litigation or administrative matters.

8.7.4 Confirm that neither the designated Interim City Attorney nor any member of the proposed legal team has been the subject of an enforcement action by the Fair Political Practices Commission at any time during legal practice and, if you are unable to make such confirmation, explain the circumstances pertaining to the same.

8.7.5 Confirm that neither the designated Interim City Attorney nor any member of the proposed legal team has been the subject of prosecution by the California State Bar at any time during legal practice and, if you are unable to make such confirmation, explain the circumstances pertaining to the same.

8.7.6 The City reserves the right to make any contractual agreement for the proposed appointment contingent upon the satisfactory completion of a criminal background check for the designated Interim City Attorney.

8.8 PROPOSED BUDGET.

8.8.1 Billing proposals should consider the Scope of Work as set forth in Attachment B. Describe how you or your firm will aid the City in remaining within the adopted legal services budget. Specify how long the prices quoted will be binding. The system of proposed compensation shall be one of three formats below. The proposal must also address how the City will be charged for all costs associated with legal services, including without limitation, Westlaw/LexisNexis, travel, phone, mileage, copies, courier fees.

8.8.2 The law firm or individual proposes an hourly rate(s) for all work, including meeting attendance; or

8.8.3 The law firm or individual proposes a billing system where some services (“basic services” such as attendance at City Council and Stadium Authority (or other work) are billed at a fixed cost such as a per meeting fee and other services (“special services” are billed at the proposed hourly rate(s); or

8.8.4 The law firm or individual proposes all work is billed at a fixed monthly cost.

8.9 REFERENCES, RELATED EXPERIENCE, AND EXAMPLES OF WORK.

8.9.1 Provide at least five (5) recent municipal client references with contact information. Specify the client, location, members of the legal team and their roles (e.g., City Attorney, Deputy City Attorney, legal staff), type of work, and other relevant information to allow detailed reference checks. References that are non-responsive after 2 attempts by City to contact the specified reference contact and complete an interview will be rejected. Proposers are responsible for notifying references that City may be contacting them and for providing any waivers or releases the reference requires prior to submitting a proposal.

8.9.2 Provide written samples of an ordinance, resolution, staff report, and litigation memorandum to Council. Provide information on a particularly unique or controversial issue that the firm or individual addressed and how the issue resolved.

8.10 Attachment A – Proposal Certification Form; Please complete, sign and submit this form with your proposal

8.11 Exhibit 1 – Exemplar Agreement; Please note any questions, issues, or concerns your firm may have with the City’s standard terms and conditions. Excessive exceptions to these terms may result in your proposal as being non-responsive.

8.12 Exhibit 2 – Insurance Requirements

9 SELECTION PROCESS AND EVALUATION CRITERIA

9.1 The City Council or its designee will evaluate and interview the highest ranked proposers that demonstrate the following criteria. Each criteria will be equally weighted and ranked on a scale of 1 to 5, 1 being the lowest and 5 being the highest.

9.1.1 Responsiveness to this RFP.

9.1.2 Qualifications and experience of staff that will be assigned to the project.

9.1.3 Proposed timeline and availability.

9.1.4 Cost.

9.1.5 Relevancy of client references.

9.1.6 Absence of adverse administrative enforcement actions or criminal history.

9.2 After initial ranking, rating and interviews, candidates will be invited to be interviewed by Council. The final selection shall be made by Council in its sole discretion based solely on the outcome of the oral interviews.

10 GROUNDS FOR DISQUALIFICATION

10.1 All proposers are expected to have read, understand, and follow the City’s Ethical Standards for Contractors and the Procurement and Contract Process Integrity Guidelines which may be found on the City’s internet site at:

<https://www.santaclaraca.gov/home/showpublisheddocument/58299/636658684122230000>

<https://www.santaclaraca.gov/our-city/departments-a-f/finance/purchasing/procurement-and-contract-process-integrity-guidelines>

10.2 Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms or conditions of this proposal.

10.3 Any attempt to improperly influence any member of the evaluation team.

10.4 Existence of any lawsuit, unresolved contractual claim or dispute between proposer and the City.

10.5 Evidence of incorrect information submitted as part of the proposal, including an unreported potential conflict of interest.

10.6

Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal.

10.7 Proposer’s default under any previous agreement with the City.

11 NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

12 GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

13 GENERAL INFORMATION

13.1 The successful proposer will be required to enter into an agreement with terms and conditions in substantial conformity with Exhibit 1 of this RFP.

13.2 All costs associated with responding to this request are to be borne by the proposer.

13.3 It is the City's policy that the selected firm or individual if applicable shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law, in connection with or related to the performance of City of Santa Clara contracts.

13.4 An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the proposer.

14 RIGHTS OF THE CITY OF SANTA CLARA

14.1 This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

14.1.1 Accept an offer in full, or in part, or to reject all offers.

14.1.2 Reject any and all proposals.

14.1.3 Issue subsequent solicitations.

14.1.4 Postpone the opening of proposals for its own convenience.

14.1.5 Approve or disapprove the use of particular subconsultants.

14.1.6 Negotiate with any, all or none of the Proposers.

14.1.7 Accept other than the lowest offer.

14.1.8 Waive informalities and irregularities in the Proposals.

14.1.9 Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

14.1.10 Make the final selection in its sole discretion.

14.2 An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the proposer.

15 PUBLIC NATURE OF PROPOSAL MATERIAL

15.1 Responses to this RFP become the exclusive property of the City. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary,” or if disclosure, in the City’s sole discretion, is required under the California Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

15.2 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Santa Clara may determine, in its sole discretion, that the information that a proposer submits is not a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the proposer who submitted the information reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction, at the proposer’s sole expense. If Proposer takes no such action after receiving the foregoing notice from the City, the City shall comply with the records request and is not required to defend against it.

16 INSURANCE REQUIREMENTS

16.1 The selected proposer(s), at proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Exhibit 2.

16.2 Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked proposer.

17 ATTACHMENT A – PROPOSER CERTIFICATION

18 ATTACHMENT B – ANTICIPATED SCOPE OF WORK

19 EXHIBIT 1 – EXEMPLAR AGREEMENT

20 EXHIBIT 2 – INSURANCE REQUIRMENTS

**ATTACHMENT A
PROPOSER CERTIFICATION**

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
Email:	
Contact Person Name and Title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference.
5. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box below:

- If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
- If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
- If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
- If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
- If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name:	
Authorized Representative Signature:	
Authorized Representative Title:	
Complete additional signatures as required per #6 above:	
Authorized Representative Name:	
Authorized Representative Signature:	
Authorized Representative Title:	
Complete additional signatures as required per #6 above:	
Authorized Representative Name:	
Authorized Representative Signature:	
Authorized Representative Title:	

ATTACHMENT B: Anticipated Scope of Work

1. Act as the City of Santa Clara's (City) Interim City Attorney.
2. Perform, or supervise the performance of, all duties as prescribed under the City Charter § 908.
3. Represent and advise the City Council and all City officers in all matters of law pertaining to their offices.
4. Represent and appear on behalf of the City and any City officer or employee in all legal actions or proceedings which the City or any such officer or employee, in or by reason of his/her official capacity is a party; provide the City Council with information and advice regarding ongoing litigation and legislation that affects the City.
5. Attends all City Council meetings and gives advice or an opinion in writing whenever requested to do so by the City Council or officers of the City.
6. Staff board and commission meetings as necessary.
7. Approve the form of all bonds and given to and all contracts made by the City, endorsing approval thereon in writing.
8. Review and approve all ordinances and resolutions and amendments thereof.
9. Prosecute cases for violation of the Charter and City ordinances; and
10. Assist and provide training on current issues in the law and City policy as needed.
11. Advise the City Council, Commissions, and City officials and staff on legal matters pertaining to municipal government, including but not limited to, the Ralph M. Brown Act, Elections Code, Public Records Act, Political Reform Act and GC 1090, Robert's Rules of Order, and MMBA.
12. Advise on procedural and substantive issues that arise during meetings.
13. Prepare or review or provide guidance to CAO staff regarding necessary legal documents such as: ordinances and resolutions; various types of agreements, real property instruments of varying nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandums of understanding; franchise agreements; bargaining agreements and bargaining agreement language, employment agreements, independent contract agreements, investigation reports, as required, public records act response and other legal documents as requested by the City.
14. Ensure attorney staffing at all meetings of the City Council and Stadium Authority. Meeting dates for the identified bodies are set forth on the City's website.

15. Support the following tasks on an as-needed basis:

- a. Attend Council workshops or other meetings as specified by the Council, including meetings with individual Councilmembers and the City Manager, as requested.
- b. Provide prompt response to inquiries by City Manager, City Clerk, or Mayor and Councilmembers, on a wide variety of topics
- c. Analyze proposed and enacted legislation, publish legal opinions, and other matters that may have an impact on the operations of the city upon request.
- d. Review Requests for Proposals to be published before publication upon request.
- e. Upon request, provide input regarding administrative hearings.
- f. Review Public Records Act requests as well as documents scheduled for production prior to response/production upon request.
- g. Review and provide input to CAO staff and Risk Manager on litigation management including but not limited to litigation involving in the Stadium Authority.
- h. Oversee or provide input regarding court appearances handled by CAO staff (Municipal Code violation prosecutions, Pitchess motions, GVROs, WVROs, dangerous dog hearings, etc.)
- i. Provide legal advice pertaining to real estate and land use issues, including, but not limited to, property acquisition (including eminent domain), property disposals (including Surplus Land Act), leases, public improvements, easements, dedications, CEQA, and public utilities as requested.
- j. Provide legal advice and services on labor or personnel matters as required.
- k. Be available for consultation with City staff, as needed, on legal matters which are within their area of operation and maintain office hours at City Hall as requested by the City Council at times mutually agreeable to Council and the City Attorney.
- l. Promptly respond to calls, emails, and correspondence from City officials and staff.
- m. Perform such other legal duties as may be required by the City Council that are necessary to complete the City Attorney functions.
- n. Provide supervisory support to the attorneys and staff of the City Attorney's Office consistent with the City Charter and Personnel Rules.
- o. Retain and work with existing outside legal counsel on specific litigation or transactional advice matters.

16. In addition to the more technical scope of work outlined above, the City Attorney must understand their role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and the City Manager. The City Attorney is expected to provide technically sound and consistent legal advice to members of the City Council and City staff while maintaining trust and unwavering ethical standard no matter the situation or the individuals involved.
17. Work collaboratively with CAO staff and the long-term City Attorney to properly transition performance of job duties to the long-term City Attorney once hired by Council.

**LEGAL SERVICES AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
XXX**

PREAMBLE

This legal services agreement (“Agreement”) is made and entered by and between XXX, a California (*Limited Liability Company (LLC), Public Limited Company (PLC), Corporation) comprised of attorneys licensed to practice law in the State of California (“Firm”) and the City of Santa Clara, California, a chartered California municipal corporation (“City”). City and Firm may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Firm represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Firm shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services / Fee Schedule

Exhibit B – Billing Standards

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. RETENTION OF FIRM

- A. City hereby confirms, retains and authorizes Firm to represent City and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of City on an as-needed basis. By this Agreement, City is retaining Firm and not individual members of the Firm. Firm's client is the City, as a public entity, and not any of its individual members, groups of individuals or any other entity. Firm shall report to and receive direction from the City Council, City Attorney and/or City Manager.
- B. Firm shall perform such legal services for and on behalf of City under the primary direction of the City Attorney. Firm shall undertake, subject to approval of Firm, such additional duties as may be authorized by City from time to time under the terms and conditions of this Agreement.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

Legal services are to be provided to City by Firm as directed by the City Attorney. Such services may include, but are not limited to, providing advice and counsel on legal matters affecting City, performing legal research, representing City in judicial proceedings in state and/or federal court or other dispute resolution tribunals or before administrative agencies, negotiating contracts and drafting contracts, correspondence, resolutions and other legal documents as may become necessary. Such services shall also include the preparation and delivery of status reports to City as specified in paragraph 8 of this Agreement.

4. COMMENCEMENT OF WORK

Firm shall begin performing legal services under this Agreement when directed to do so by the City Attorney and shall complete said services within the time limits mutually determined to be acceptable by Firm and City.

5. ASSIGNMENT OF DUTIES

It is contemplated that *Attorney name will be assigned from Firm. S/He may be assisted as appropriate by people listed in Exhibit A, provided that multiple representations at meetings, depositions, hearings and court appearances shall require authorization from the City Attorney. In addition, should it be desirable for any other attorney not listed in Exhibit A to work under this Agreement, such attorney may only be added with the consent of the City Attorney. While City expects the attorneys listed above to perform the tasks that require substantial

experience, Firm shall attempt to minimize legal expenses by relying on junior attorneys, paralegals and law clerks for less demanding or non-attorney tasks.

6. PAYMENT FOR SERVICE

In consideration for Firm's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of Firm's bill by the City Attorney, Firm shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit A entitled "Fee Schedule" attached and incorporated by this reference. Fees for services performed by retained consultants, subcontractors, experts or other personnel may be billed to City only if approved in writing by the City Attorney.

7. BILLING INVOICES

Firm shall, within fifteen (15) days after the end of each calendar month in which services are performed under this Agreement, submit to the City an itemized invoice, describing the specific services performed as set forth in this Agreement. Firm shall adhere to the billing standards set forth in Exhibit B entitled "Billing Standards" attached and incorporated by this reference. The invoice shall be submitted to:

Santa Clara City Attorney's Office
1500 Warburton Avenue
Santa Clara, CA 95050

8. BILLING STANDARDS

Firm shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City Attorney and/or required under the terms of this Agreement. Firm agrees it will not bill for time which is not specifically devoted to said task(s). Firm shall not bill for secretarial or clerical tasks. The billing format utilized to provide bills shall be set forth in detailed format which readily permits review by City retained auditors.

9. STATUS REPORTS

Firm shall, within fifteen (15) days of each calendar quarter, submit to City a written report setting forth a summary of activities performed on behalf of City during the preceding calendar quarter, the current status of each pending matter or proceeding, results obtained or expected to be obtained, a summary of invoices for the preceding quarter and such other information relating to the services rendered as City may reasonably request. See Exhibit B for additional reporting requirements.

10. TERMINATION

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective upon receipt of written notice of termination; provided, however, that Firm may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Firm under the Rules of Professional Conduct of the State Bar of California; and provided, further, that in the event of termination, the amount due Firm for services rendered and costs and expenses incurred prior to termination shall remain due and payable. The City Attorney may exercise the power of City to terminate this Agreement without prior City Council approval. Upon written request of the City Attorney, Firm agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within seven (7) calendar days of any such termination.

11. CONFLICTS OF INTEREST

Periodically during the term of the Agreement, Firm shall make a good faith effort to identify and shall apprise City of those possible conflicts of interest which could affect Firm's duties to City or to the City Attorney under the California Rules of Professional Responsibility, or Firm's performance of the responsibilities reposed in Firm under this Agreement, or which Firm reasonably believes are likely to affect future transactions by and between City and third parties. City retains those rights with respect to future conflicts as are vested in a client under the California Rules of Professional Responsibility, and may terminate Firm's services and withhold consent to such conflicts of interest under the California Rules of Professional Responsibility which City deems in good faith not to be in the City's best interest.

12. ASSIGNMENTS AND SUCCESSORS IN INTEREST

City and Firm bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Attorney.

Firm shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Firm is for the acts and omissions of persons directly employed by it.

13. INDEPENDENT CONTRACTOR

In performing work required under this Agreement, Firm is not an agent nor employee of City but an independent contractor. Firm shall at all time act as an independent contractor with respect to the performance of this Agreement, with full rights to manage its employees subject to the requirements of the law.

Neither Firm nor any employees or agents of Firm shall be considered an employee of City for any purpose.

14. RECORDS AND DOCUMENTATION

Firm shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. Firm agrees to assist City in meeting City's reporting requirements to other agencies with respect to Firm's work under this Agreement. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement, and for a period of six (6) years after termination of the Agreement.

15. FAIR EMPLOYMENT

Firm shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

16. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Firm agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, arising from Firm's negligent, reckless or otherwise wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the work by Firm, its agents, subcontractors and/or assigns under this Agreement.
- B. To the extent Firm is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Firm warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Firm's responsibilities under the Act.

17. INSURANCE REQUIREMENTS

Firm shall maintain in full force and effect the following insurance policies:

- A. Commercial general liability policy (bodily injury and property damage);
- B. Worker's compensation/employer's liability policy;

- C. Business automobile liability insurance policy; and,
- D. Professional liability policy.

Said policies shall be maintained with respect to employees and vehicles assigned to the performance of work under this Agreement with coverage amounts, endorsements, certificates of insurance and coverage verifications as set forth in Exhibit C entitled "Insurance Requirements" attached and incorporated by this reference.

18. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by Firm in connection with matters upon which the City has retained Firm shall not be shown or distributed to any other public or private person or entity except as authorized by the City Attorney and in no event prior to having been first disclosed to the City Attorney, in accordance with applicable state law. All information, documents, records, reports, data or other materials furnished by City to Firm or other such information, documents, records, data or other materials to which the Firm has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. Firm shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Attorney.

City is subject to the requirements of the California Public Records Act (PRA). In accordance with case law interpreting the PRA (including but not limited to *Los Angeles County Board of Supervisors v. Superior Court* (2016) 2 Cal.5th 282 and *Los Angeles County Board of Supervisors v. Superior Court* (2017) 12 Cal.App.5th 1264) billing statements for closed files may be disclosable to the public. In the event a request is made for Firm's billing records, City shall give Firm reasonable notice to allow Firm to seek protection from disclosure by a court of competent jurisdiction, at Firm's sole expense. Firm agrees to defend, indemnify and hold harmless City against any and all claims or losses including reasonable attorney's fees and costs arising from Firm's request to withhold production of any documentation in response to a PRA request. In no event shall City be liable to Firm for disclosure of any documentation made in response to a PRA request.

19. AMENDMENTS

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

20. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

21. NOTICES

All notices, invoices, reports or other communication to the Parties shall be properly given if delivered in person or sent by First Class mail, email or overnight delivery and addressed as follows:

Santa Clara City Attorney’s Office
1500 Warburton Avenue
Santa Clara, CA 95050
Email: cityattorney@santaclaraca.gov

And to Firm addressed as follows:

Name
Address
Address
Email:

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. LICENSE REQUIREMENTS

Firm shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Attorney why such license is not required to perform the services required.

25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA, CALIFORNIA
A Chartered California Municipal Corporation**

Dated: _____

NAME OF CITY REPRESENTATIVE

“City”

***NAME OF FIRM**

Dated: _____

By: _____
Name, Title: ***NAME OF PARTNER**, Partner
Principal Place of Business: _____
Telephone/Fax: _____
Email: _____

“Firm”

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EXHIBIT A
SCOPE OF SERVICES / FEE SCHEDULE

A. Scope of Services. Firm will assist City to **XXX**

B. Billable Rates

Firm shall bill its time by the hour at the hourly billable rate assigned to each attorney. Firm shall bill City for its services at its current hourly rates, which are as follows:

Senior Partners \$XXX/hour

Junior Partners \$XXX/hour

Of Counsel \$XXX/hour

Senior Associates \$XXX/hour

Junior Associates \$XXX/hour

Firm shall give notice of any proposed increase in the approved hourly rates for services rendered under this Agreement to City in writing no later than thirty (30) days prior to the proposed effective date of increase. No proposed increase will become effective unless City approves such increase in writing. In the event that after a reasonable period the parties are unable to reach agreement, either party may advise the other in writing that this Agreement is terminated.

Firm will be reimbursed for out-of-pocket costs and expenses actually incurred by Firm in the above-described representation of City. Reimbursable out-of-pocket expenses include, but are not limited to, reasonable travel expenses, third party reproduction and printing costs, postage, filing fees, transcript costs, and notary fees, to the extent that any such costs are incurred on behalf of City.

C. Maximum Not to Exceed Contract Amount

In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Agreement exceed **XXX** Dollars (**\$XXX**) subject to budgetary appropriations.

EXHIBIT B
BILLING STANDARDS

- A. All cases shall be billed monthly pursuant to paragraph 7 of this Agreement, and shall comport with State and ABA billing standards.
- B. The fee portion of each invoice shall include the attorney's name (or initials, if full name is noted elsewhere on invoice), amount, date work was performed, the amount of time expended, rate per hour, and a brief description of the services rendered as a basis for fee calculation, or other method of determining the fees. All tasks set forth in Firm's billing documentation shall be specific and detailed. Examples of unacceptable billing entries include but are not limited to: overly generalized listings of task descriptions (e.g., "review contract" or "prepare for negotiations"); double staff or attorney time on any task, unless expressly authorized by the City Attorney; block billing; time billed for additional newly assigned attorney(s) to learn case file; assigned work by law clerks; administrative costs; word processing charges; secretarial or clerical charges; time spent on researching and/or drafting work that Firm has done and billed another client for in the past.
- C. Billings under this Agreement shall not be provided in more than six (6) minute increments and shall represent the devotion of a full six minutes before an increment is billed.
- D. The cost and expense portion of the invoice shall clearly identify the nature and amount and any other cost(s) billed to City must be separately itemized with prior written approval of the City Attorney. Any experts or contractors hired by Firm on behalf of City whose charges are billed through the Firm must also provide such billing itemization and such billing shall be attached to the billing provided to City by Firm. Professional fees and expenses invoiced to City shall be due and payable within thirty (30) days after receipt of Firm's statement.
- E. In support of payment for such bill, Firm shall furnish payroll records, bills, invoices, receipts or other evidence of reimbursable expenses incurred as reasonably requested by the City Attorney. City reserves the right to require additional substantiation of any item of claimed expense.
- F. Firms representing City in active litigation shall prepare a brief summary of activity on each case on a quarterly basis.
- G. Each month's bill should include the total billable hours and expenses to date for each matter.
- H. City encourages the use of paralegals for any task that can be delegated. However, similar to attorneys, no more than two paralegals (but preferably one) should work on each case.

- I. Messenger and other charges in excess of actual costs are not permitted.
- J. Postage charges are billable at actual cost.
- K. Expert witness fees are not automatically authorized. Firm shall obtain approval for each expert witness from the City Attorney.
- L. Firm shall maintain at least the insurance coverage set forth in Exhibit C at all times.
- M. Work performed on a not-to-exceed basis may not be increased without prior approval by the City Attorney and/or City Council, depending upon the amount in question.
- N. If Firm is provided with a new case directly from City staff or if a matter arises that requires Firm to open a new file, the City Attorney should be informed immediately.
- O. City expects that Firm will resolve all discovery disputes without court intervention. If this is impossible due to the conduct of others, please inform the City Attorney immediately.
- P. City's Finance Department will send a request for an auditor response letter annually. Firm will respond to these requests timely and will provide a copy of Firm's response letter to the City Attorney.
- Q. Firm will provide copies of all motions or briefs which are filed related to City's matter. Unless previously requested, Firm does not need to send drafts or miscellaneous correspondence. Copies of significant pieces of correspondence should be provided to the City Attorney.
- R. City expects early and frequent evaluation of its cases. If the likelihood of success on a particular case is low, City needs to know up front in order to minimize litigation costs and make reasonable attempts to settle the case.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Firm's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Firm shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Firm's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Firm; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Firm to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Firm included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Firm or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Firm. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Firm's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Firm shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Firm's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Firm and City agree as follows:

1. Firm agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Firm, provide the same minimum insurance coverage required of Firm, except as with respect to limits. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Firm agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Firm agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City

or Firm for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Firm in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Firm, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Firm shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Firm or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Firm shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed or mailed to:

EBIX Inc.

City of Santa Clara City Attorney's Office

P.O. 100085 – S2

or,

1 EBIX Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All the insurance companies providing insurance for Firm shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

Exhibit 2 – Insurance Requirements

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$2,000,000 Each Occurrence
 - \$4,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$2,000,000) per claim or two million dollars (\$4,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out

of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such

coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]

P.O. Box 100085 – S2
Duluth, GA 30096

or 1 Ebix Way
John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-04

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Proclaim March 2022 as Women's History Month

DISCUSSION

On March 8, 2022, The Santa Clara City Council will proclaim the Month of March 2022 as Women's History Month in the City of Santa Clara.

ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

Reviewed by: Melissa Lee, Executive Assistant to the Mayor and City Council

Approved by: City Manager's Office



Agenda Report

22-314

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Discussion by the Consulate of Ireland on the historic relationship between Santa Clara and Ireland

DISCUSSION

The Vice Consul of Ireland in San Francisco, Doireann O'Brien, will address the historic relationship between Santa Clara, its early Irish diaspora as well as recent arrivals from Ireland, and the cultural, commercial, and political exchanges which characterize and enrich the relationship between Ireland, the City of Santa Clara, together with its Sister City of Limerick.

The Global Greening Initiative, started in 2010 by Tourism Ireland, is coordinated with Ireland's consulates and embassies worldwide, and is a visual manifestation of this relationship. Last year, 690 iconic landmarks and sites in 66 countries took part in Global Greening and illuminated their buildings in green to celebrate St. Patrick's Day. This year city halls in the San Ramon Valley, San Jose and sites such as the Chase Center, will be lighting up in green to join the international celebration of St. Patrick's Day, 2022.

The City of Santa Clara has explored turning exterior lighting a certain color in honor of a specific event at Santa Clara City Hall. At this time, the City of Santa Clara City Hall facility does not have the capability to turn on exterior lighting and the current equipment does not have the capability to change colors. Staff is exploring other ways, potentially using our City communication and social media outlets, to show the City's support of the Global Greening Initiative.

ENVIRONMENTAL REVIEW

This is an information report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no fiscal impact to the City other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

Reviewed by: Melissa Lee, Executive Assistant to the Mayor and Council

Approved by: Nadine Nader, Assistant City Manager



Agenda Report

22-127

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Recognition of the Donation in the Amount of \$6,500 From Jerold W. Louderback, Jr. for the Purchase and Installation of a Memorial Bench to be Located in the Greek Section of the Mission City Memorial Park in Honor of Pauline M. Louderback, Ernest M. Peterson, and Helen F. Peterson and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

In accordance with Council Policy 051, Donations to the City (Attachment 1), the City Manager's Office & Parks & Recreation Department reviewed the request and has approved the donation in the amount of \$6,500 from Jerold W. Louderback, Jr. for the purchase and installation a memorial bench. The donation was found to be consistent with the City's goals and objectives and in the best interest of the City. The memorial bench will be located in the Greek section of the Mission City Memorial Park In Honor of Pauline M. Louderback, Ernest M. Peterson, and Helen F. Peterson, and the asset noted in the City's park inventory for public use.

Per the Council Policy, for a donation of \$1,000 or more, the donor shall be invited to a Council Meeting to be recognized under Special Order of Business and receive a letter of acceptance and appreciation signed by the Mayor and City Manager's Office.

DISCUSSION

The City of Santa Clara has two cemeteries, the inactive Agnew Historic Cemetery and the active Mission City Memorial Park (MCMP). The 25-acre MCMP, located at 420 N. Winchester Blvd., has been active since the 1850's and includes in-ground graves, above ground mausoleums, an office and a chapel.

The MCMP provides a quiet, peaceful place for people to enter and honor their family members gravesites, or to enjoy a moment of reflection in a beautifully landscaped and tree shaded environment. Visitors also include regular walkers, bird watchers and people seeking quiet solitude.

The City has accepted donations for the City to provide trees and benches in City parks.

Mr. Louderback is raising his family in his parent's Santa Clara home. The donation will enable a bench to be installed in the Greek section of the Cemetery and will have a plaque honoring Mr. Louderback's grandparents whose cremains were scattered at sea. The bench will be installed under a trellis built by Trey Lauderback, Mr. Louderback's son, as an Eagle Scout volunteer project.

The Special Order of Business will recognize Mr. Louderback and his family for their donation in conformance with City policy as well as their continued support of City parks.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Acceptance of the donation of \$6,500 will allow the City to purchase, install and maintain a bench for the community to rest and reflect the Mission City Memorial Park. The requested FY 2021/22 budget amendment in the Cemetery Fund recognizes the donations revenue and increases the Materials/Services/Supplies appropriation by \$6,500.

	Budget Amendment FY 2021/22		
	Current	Increase/ (Decrease)	Revised
<u>Cemetery Fund</u>			
<u>Revenues</u>			
Donations	\$0	\$6,500	\$6,500
<u>Expenditures</u>			
Materials/Services/Supplies	\$371,350	\$6,500	\$377,850

COORDINATION

This report has been coordinated with the City Manager’s Office, City Attorney’s Office and Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Recognition of the donation in the amount of \$6,500 from Jerold W. Louderback, Jr. for the purchase and installation of a Memorial Bench to be located in the Greek section of the Mission City Memorial Park In Honor of Pauline M. Louderback, Ernest M. Peterson, and Helen F. Peterson; and
2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*”

approve the FY2021/22 budget amendment in the Cemetery Fund to recognize and appropriate a donation in the amount of \$6,500 (five affirmative Council votes required to appropriate additional revenue) .

Reviewed by: James Teixeira, Parks & Recreation Director

Approved by: Cynthia Bojorquez, Assistant City Manager

ATTACHMENT:

1. Council Policy 051 Donations to the City



DONATIONS TO THE CITY

PURPOSE

To establish the process and provide guidance when individuals, community groups, and businesses wish to make donations to the City. This policy does not apply to the donation of tickets to events.

POLICY

Donations may be offered in the form of cash, real or personal property.

For the purpose of this policy, the term “designated donation” is used to include any donation where the donor specifies intended use by a particular City department, location, or purpose. An “undesignated donation” is used to include donations that are given to the City as a whole, for an unspecified use. Donations of any kind which might be perceived or interpreted as an attempt to influence actions of the City Council or City Administration will not be accepted.

Under this policy, all donations must be presented to the City Manager for compliance with this policy. If the City Manager approves acceptance of an undesignated donation, he/she shall determine which City service shall benefit from the donation.

Designated donations may only be accepted when they have a purpose consistent with the City’s goals and objectives and are in the best interest of the City.

For accepted donations, the City Manager will process the donation in accordance with the donor’s request. Designated donations benefitting particular employees or departments shall comply with CMD 067.

Implementation of this policy must comply with Santa Clara City Code Chapter 2.155, Regulation of Lobbying Activities, Section 2.155.130, entitled, “Gifts” which clearly forbids any lobbyist to deliver or cause to be delivered any donation to any City official, and for any City official to accept any donation from a lobbyist.

All non-monetary donations must adhere to City standards, including size and inscription on monumental signage; make and model of equipment; and must fit an otherwise unmet need.

As part of the annual budget process, for anticipated monetary donations, staff will bring forward for Council consideration a balanced appropriation for revenue and expenditures to facilitate the acceptance of donations throughout the fiscal year.

DONATIONS TO THE CITY (cont.)

PROCEDURE

1. Based on the value of the donation, the City Manager will review the conditions of any designated or undesignated donation and determine if the benefits warrant acceptance of the donation. Requirements for accepting donations include:
 - a) Reasons for the offer
 - b) Conditions attached to the donation
 - c) Potential liability to the City, the donor, or the public
 - d) Benefits and drawbacks
 - e) Ongoing costs to the City, including estimated maintenance and repair
2. If the City Manager approves a donation valued over \$100,000, the City Manager will submit a Report to Council for Council acceptance of the donation and appropriation of funds for monetary donations or other action; the donor shall be invited to a Council Meeting to be recognized under Special Order of Business; and a letter of acceptance and appreciation signed by the Mayor and City Manager shall be transmitted to the donor(s).
3. If the City Manager approves a donation valued at more than \$1,000, but less than \$100,000, the donor shall be invited to a Council Meeting to be recognized under Special Order of Business, and a letter of acceptance and appreciation signed by the Mayor and City Manager shall be transmitted to the donor(s). Based on the adoption of the annual budget, the City Manager is authorized to make the monetary donations available to department(s) for expenditure without further Council action.
4. If the City Manager approves a donation under the value of \$999, a letter of acceptance and appreciation signed by the Mayor and City Manager shall be transmitted to the donor(s). Based on the adoption of the annual budget, the City Manager is authorized to make the monetary donations available to departments for expenditure without further Council action.
5. If the City Manager determines it is not in the best interest of the City to receive the donation or gift, a letter declining the offer signed by the City Manager will be transmitted to the donor(s).
6. The City Manager shall prepare a report of all donations received by the City and present it to the City Council on a quarterly basis.

RESOLUTION NO. 18-8608

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT DONATIONS TO THE CITY POLICY**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, establishing a policy on donations to the City as a whole will help ensure that the City of Santa Clara maintains a clear and consistent procedure to accept donations in an ethical, efficient, and transparent manner;

WHEREAS, a policy on donations will provide guidelines for the acceptance and refusal of donations to the City of Santa Clara, and will assist the City with adhering to the highest ethical standards; this policy provides the procedure for the acceptance of designated and undesignated donations, as well as provides the procedure appropriately acknowledging the generosity of the donor; and

WHEREAS, a policy on donations help ensure that the City of Santa Clara is not only in compliance with the Santa Clara City Code and with FPPC regulations, but also serves to reinforce the City's commitment to uphold City's Code of Ethics & Values, which includes maintaining the highest standards of personal and professional conduct and to meeting the most demanding ethical standards;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Donations to the City policy is hereby adopted, and the City Manager is directed to number (and renumber, as appropriate) the policy in the manual such that it is organized in a logical fashion.

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2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 2nd DAY OF OCTOBER, 2018, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Mahan

ABSTAINED: COUNCILORS: None

ATTEST:



JENNIFER YAMAGUMA
ACTING CITY CLERK
CITY OF SANTA CLARA



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-350

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on December 7, 2021 Council & Authorities Concurrent and Special Stadium Authority Meeting Minutes

COUNCIL PILLAR

Enhance Community Engagement and Promote Transparency

RECOMMENDATION

Approve the Meeting Minutes of the December 7, 2021 - Council & Authorities Concurrent and Special Stadium Authority Meeting.

City of Santa Clara

Draft



Meeting Minutes Council and Authorities Concurrent and Call and Notice of Special Meeting Santa Clara Stadium Authority

12/07/2021

4:30 PM

Virtual Meeting
4:30 PM Closed Session
6:00 PM Open Session

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 21-9023, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/99706759306>
- Meeting ID: 997-0675-9306 or
- o Phone: 1(669) 900-6833
- Via the City's eComment (now available during the meeting)
- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on December 7, 2021, at 4:30 PM for a Special Meeting to be held virtually via zoom, to consider the following matter(s) and to potentially take action with respect to them.

4:30 PM CLOSED SESSION

Call to Order

Mayor/Chair Gillmor called the meeting to order at 4:33 PM.

Roll Call

Present: 7 - Council/Boardmember Kathy Watanabe, Vice Mayor/Chair Raj Chahal, Council/Boardmember Karen Hardy, Council/Boardmember Kevin Park, Council/Boardmember Suds Jain, Council/Boardmember Anthony Becker, and Mayor/Chair Lisa M. Gillmor

Public Comment

City Manager Santana read statement into the record regarding the City Attorney Recruitment.

Outside Legal Counsel Jenica Maldonado provided a statement on the City Attorney Recruitment.

- 1.A** [21-1631](#) Conference with Labor Negotiators (CC)
Pursuant to Gov. Code § 54957.6
City representative: Deanna J. Santana, City Manager (or designee)
Employee Organization(s):
Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171
Unit #2-Santa Clara Police Officer's Association
Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)
Unit #4-City of Santa Clara Professional Engineers
Units #5, 7 & 8-City of Santa Clara Employees Association
Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)
Unit #9-Miscellaneous Unclassified Management Employees
Unit #9A-Unclassified Police Management Employees
Unit #9B-Unclassified Fire Management Employees
Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)
- 1.B** [21-1671](#) Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)
Title: Interim City Attorney
- 1.C** [21-1684](#) Public Employee Appointment (Gov. Code §§ 54957, 54954.5, subd. (e).)
Title: Executive Recruiter for City Attorney
- 1.D** [21-1714](#) Conference with Legal Counsel-Existing Litigation (CC)
Pursuant to Gov. Code § 54956.9(d)(1)
Omar Gomez v. City of Santa Clara, et al., United States District Court,
Northern District of California Case No. 5:19-cv-05266-LHK

Convene to Closed Session

Council convened to Closed Session at 4:38 PM and reconvened at 7:02 PM.

6:00 PM COUNCIL REGULAR AND SPECIAL STADIUM AUTHORITY MEETING

Pledge of Allegiance and Statement of Values

Council/Board recited the Pledge of Allegiance.

Council/Boardmember Hardy recited the Statement of Values.

Assistant City Clerk/Secretary Pimentel recited the AB23 announcement and Statement of Behavioral Standards and reminded any registered Lobbyist providing testimony to identify themselves as a Lobbyist.

Mayor Gillmor expressed comments in honor of the 80th Anniversary on the attack of Pearl Harbor.

Mayor Gillmor expressed heartfelt condolences on behalf of the **Council** for those who lost their lives at the Oxford High School shooting in Oxford, Michigan and asked for a moment of silence.

[21-1728](#)

Moment of Silence - December 7, 2021 Council Meeting Post Meeting Material

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Mayor Gillmor reported the **Council** voted (Item 1.B) to amend and reissue RFP for interim City Attorney position and candidates who have already applied are encouraged to apply to the amended RFP.

Chief Assistant City Attorney reported that there was no reportable action from Items 1.A and 1.D.

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

Mayor Gillmor requested to move up Item 10.A prior to the Consent Calendar.

Councilmember Becker requested to move all written petitions to be heard prior to the Consent Calendar (Items 10.A, 10.B, and 10.C).

City Manager Santana noted the following items that are time sensitive and must be heard this evening:

Items 2.A, 4.E, 4.F, 4.M, 4.N, 4.T, 4.U, 8 and 9.

SPECIAL ORDER OF BUSINESS

2.A [21-1664](#) Santa Clara Valley Water District Presentation - (Valley Water) Update on the Purified Water Project

Recommendation: Receive information on the Santa Clara Valley Water District (Valley Water) Purified Water Project and Note and File.

Santa Clara Valley Water District Director Santos, Chief Operating Officer Baker, and Assistant Officer of Water Supply Division Struve gave a PowerPoint presentation on the Purified Water Project.

Council questions and comments followed.

Chief Operating Officer Baker and Assistant Officer of Water Supply Division Struve addressed **Council** questions.

A motion was made by Councilmember Watanabe, seconded by Councilmember Hardy, to note and file the presentation.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

2.B [21-1689](#) Action on the Task Force on Diversity, Equity, and Inclusion's Recommendation on the Observance of Indigenous Peoples' Day

Recommendation: Alternative 1: Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.

Mayor and Council Offices Management Analyst Yip gave a PowerPoint presentation on the Task Force on Diversity, Equity and Inclusion's recommendation on the observation of Indigenous Peoples' Day.

Council questions and comments followed.

City Manager Santana addressed **Council** questions.

Public Speaker(s): Nancy

A motion was made by Councilmember Watanabe, seconded by Councilmember Jain, to approve Alternative 1: accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.

10. WRITTEN PETITION (POLICY 030) SUBMITTED BY THE PUBLIC/COUNCIL

- A. [21-1628](#) Action on a Written Petition (Council Policy 030) Submitted by Jared Peters Requesting to Place an Agenda Item at a Future Council Meeting to Consider making a Policy Decision Regarding the City Assuming Responsibility of an Unstable and Dangerous Sound Wall in the Laurel Park East Neighborhood

Recommendation: Staff makes no recommendation.

Mayor Gillmor recused herself from discussion on this item at 9:27 PM due a potential conflict of interest as her house is within 1,000 ft. of this item.

Vice Mayor Chahal presided over this item.

Written Petitioner Jared Peters gave an overview on his request regarding the City assuming responsibility of an unstable and dangerous sound wall in the Laurel Park East Neighborhood.

Councilmember Jain and **Councilmember Becker** noted that they have spoken with **Written Petitioner Jared Peters**.

Council comments and questions followed.

Public Speaker(s): Eric
Sabi Grewal

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to agendize this Written Petition request to a future meeting.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmeber Jain, and Councilmember Becker

Recused: 1 - Mayor Gillmor

Mayor Gillmor returned to the meeting and presided over the meeting.

- B. [21-1690](#) Action on a Written Petition (Council Policy 030) Submitted by Travis L. Flora Requesting to Place an Agenda Item at a Future Council Meeting to Consider Admonition or Censure of Councilmember Becker for his Retaliation Against a Member of the Public on at Least Two Separate Occasions During the Council and Authorities Concurrent Meeting on November 16, 2021

Recommendation: Staff makes no recommendation.

Written Petitioner Travis Flora gave an overview to consider Admonition or Censure of Councilmember Becker for his retaliation against a member of the Public on at least two separate occasions during the Council and Authorities Concurrent Meeting on November 16, 2021.

Councilmember Becker comments followed in response to the Written Petition.

A motion was made by **Councilmember Becker**, seconded by **Councilmember Hardy**, to deny the Written Petition request.

Council comments followed.

A substitute motion was made by **Councilmember Park**, seconded by **Mayor Gillmor**, to request **Councilmember Becker** meet with the Written Petitioner to discuss his concerns and report back to **Council** on the discussion.

Councilmember Becker withdrew his original motion.

Councilmember Hardy volunteered to attend the meeting with **Councilmember Becker**.

Councilmember Park amended his motion to have **Councilmember Hardy** or another **Councilmember** attend the meeting with **Councilmember Becker**.

A motion was made by Councilmember Park, seconded by Mayor Gillmor, to request Councilmember Becker and Councilmember Hardy (or substitute Councilmember) meet with the Written Petitioner to discuss his concerns and report back to Council.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

- C. [21-1694](#) Action on a Council Written Request (Council Policy 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Council Meeting to Consider a Neighborhood Stadium Relations Committee

Recommendation: Staff makes no recommendation.

Councilmember Jain gave an overview regarding his Written Petition request to consider a Neighborhood Stadium Relations Committee.

Council comments followed.

City Manager Santana addressed **Council** comments.

Public Speaker(s): Nancy Biagini
Ron Patrick

Council comments followed.

A motion was made by Councilmember Becker, seconded by Councilmember Park, to agendaize this Written Petition request to February 8, 2022 Council Priority Setting Session.

Aye: 5 - Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Councilmember Becker

Nay: 2 - Councilmember Watanabe and Mayor Gillmor

CONSENT CALENDAR

Mayor Gillmor expressed regarding public emails received on Item 4.U about removal of trees.

City Manager Santana addressed the public concerns regarding tree removal.

Councilmember Jain recused himself from Item 4.C due to a potential conflict of interest due to his spouse's employment with Santa Clara University.

Councilmember Jain also pulled Item 4.W.

Councilmember Becker recused himself from Item 4.L due to potential conflict of interest item as it is close proximity of his residence.

Vice Mayor Chahal pulled Item 4.J.

A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Jain, to approve the balance of the Consent Calendar (except Items 4.J and 4.W).

Aye: 7 - Council/Boardmember Watanabe, Vice Mayor/Chair Chahal, Council/Boardmember Hardy, Councilmember Park, Council/Boardmember Jain, Council/Boardmember Becker, and Mayor/Chair Gillmor

4.A [21-24](#) Board, Commissions and Committee Minutes

Recommendation: Note and file the Minutes of:
Board of Library Trustees - October 4, 2021
Parks & Recreation Commission - October 19, 2021
Downtown Community Task Force - March 18, 2021
Downtown Community Task Force - March 31, 2021
Downtown Community Task Force - April 15, 2021
Planning Commission - October 27, 2021
Senior Advisory Commission - September 27, 2021
Senior Advisory Commission - October 25, 2021

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.B [21-1457](#) Action on Monthly Financial Status and Investment Report for September 2021

Recommendation: Note and file the Monthly Financial Status and Investment Reports for September 2021 as Presented.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.C [21-1075](#) Preparation of the Santa Clara Station Area Plan and Related Budget Amendment

Recommendation: 1. Accept and approve the \$400,000 in grant funding from the MTC for the preparation of the Santa Clara Area Plan; and
2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the related FY 2021/22 budget amendment in the Engineering Operating Grant Trust Fund to recognize grant revenue in the amount of \$400,000 and establish a Santa Clara Station Area Plan appropriation in the amount of \$400,000 (**five affirmative Council votes required to appropriate additional revenue**).

Councilmember Jain recused himself from Item 4.C due to a potential conflict of interest due to his spouse's employment with Santa Clara University.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Becker, and Mayor Gillmor

Recused: 1 - Councilmember Jain

- 4.D [21-1456](#) Action on the Santa Clara Convention Center FY 2021/22 1st Quarter Financial Status Report

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 1st Quarter ending September 30, 2021, as submitted by Spectra.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.E [21-1139](#) Action on Award of Purchase Orders with Guerra Construction Group and SpenCon Construction for As-Needed Asphalt and Concrete Repair and Replacement Services

Recommendation:

1. Authorize the City Manager to execute purchase orders with Guerra Construction Group in the amount of \$316,606 and SpenCon Construction in the amount of \$57,302 to provide as-needed asphalt and concrete repair and replacement services for a one-year term starting on January 1, 2022 and ending on December 31, 2022;
2. Authorize the City Manager to execute change orders to increase aggregate compensation in the event demand for services exceeds the Department's forecast, not to exceed an aggregate amount of \$900,000 and subject to the appropriation of funds; and
3. Authorize the City Manager to adjust compensation amounts between the two vendors during the term, provided the aggregate compensation does not exceed \$900,000.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.F [21-1479](#) Action on Historic Preservation Agreement (Mills Act Contract) for 1390 Madison Street

Recommendation: Authorize the City Manager to execute a Historic Preservation Agreement (Mills Act Contract) including a 10-Year Restoration and Maintenance Plan for the property at 1390 Madison Street with property owner Giacomo Russo.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.G [21-1471](#) Urgency Declaration and Action to Approve Expenditures and Ratify an Agreement with SAK Construction, LLC for the Sanitary Sewer Repair Project on Lafayette Street North of Calle Del Mundo

Recommendation: Deem the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo an urgent necessity under section 1310 of the City Charter, because the pipelines serve as the primary conveyances of wastewater from the City to the Regional Wastewater Facility and a failure in either pipeline would pose severe public health consequences and a threat to safety of residents and property, and ratify the agreement with SAK Construction, LLC in the amount of \$393,300 plus 15% contingency in the amount of \$59,000 for a total not-to-exceed amount of \$452,300.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.H [21-1556](#) Action on an Agreement with The Lew Edwards Group for Voter Research, Strategic Consulting, and Community Outreach Services Related to Potential Revenue Measures for the November 2022 Ballot and Related Budget Amendment

- Recommendation:**
1. Authorize the City Manager to execute an agreement with The Lew Edwards Group to provide voter research, strategic consulting, and community outreach services, with maximum compensation not-to-exceed \$217,700, subject to the appropriation of funds;
 2. Authorize the City Manager to execute amendments to the Agreement with The Lew Edwards Group for additional related services that may be required, subject to the appropriation of funds; and
 3. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2021/22 budget amendment in the General Fund to allocate funds from the Budget Stabilization Reserve to the Finance Department appropriation in the amount of \$217,700 (**five affirmative Council votes required for the use of unused balances**).

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.I [21-838](#) Action Authorizing the City Manager to Execute an Agreement with ADT Commercial, LLC to Upgrade the Existing Fire Panel and System at the Central Park Library and Related Budget Amendment

- Recommendation:**
1. Authorize the City Manager to execute an Agreement with ADT Commercial, LLC to upgrade the fire system inclusive of all labor, hardware and components, for a not-to-exceed amount of \$139,503 that includes a 20% contingency of the final negotiated not-to-exceed amount to cover any unanticipated costs that may result due to changes in final configuration or issues encountered during the implementation phase; and
 2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2021/22 budget amendment in the Library Department Capital Fund to decrease the Public Spaces capital project appropriation by \$140,000 and establish a new Central Library Fire Panel Upgrade Capital Project appropriation in the amount of \$140,000 **(five affirmative Council votes required for the use of unused balances)**.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.K [21-1506](#) Action on Amendment No. 1 to the Agreement with Cascadia Consulting Group, Inc. to Assist the City in updating the Climate Action Plan and Preparation of the Related Environment Documents and Related Budget Amendment

Recommendation:

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Cascadia Consulting Group, Inc., to assist the City in updating the Climate Action Plan and preparation of the related environment documents and increase the maximum compensation by \$20,000 for a revised not to exceed amount of \$231,684; and
2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the related FY 2021/22 budget amendment in the General Fund to increase the Community Development Department appropriation by \$20,000 and decrease Advanced Planning Reserve by \$20,000. (**five affirmative Council votes required for the use of unused balances**).

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

- 4.L [21-1621](#) Action on Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to Allow a Banked Credit for the Removal of a Two-Sided Static Billboard Located at 4545 Stevens Creek Boulevard Until June 30, 2022

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to extend the termination date from December 31, 2021 to June 30, 2022.

Councilmember Becker recused himself from Item 4.L due to potential conflict of interest item as it is in close proximity of his residence.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

Aye: 6 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, and Mayor Gillmor

Recused: 1 - Councilmember Becker

- 4.M [21-999](#) Action on a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program

Recommendation: Adopt a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Resolution No. 21-9025 to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program.

- 4.N [21-1519](#) Action to Adopt a Resolution Authorizing the City Manager to Negotiate and Execute a Consortium Agreement with the County of Santa Clara (County), that Authorizes the County to Submit Funding Applications to the State of California on the City's Behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) Program Funds, and Authorizes the County to Administer the Funds in Accordance with State Requirements and in Accordance with the Consortium Agreement

Recommendation: Adopt a Resolution authorizing the City Manager to negotiate and execute a Consortium Agreement with the County of Santa Clara (County), that authorizes the County to submit funding applications to the State of California on the City's behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) program funds, and authorizes the County to administer the funds in accordance with State requirements and in accordance with the Consortium Agreement.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Resolution No. 21-9026 authorizing the City Manager to negotiate and execute a Consortium Agreement with the County of Santa Clara (County), that authorizes the County to submit funding applications to the State of California on the City's behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) program funds, and authorizes the County to administer the funds in accordance with State requirements and in accordance with the Consortium Agreement.

- 4.O [21-1569](#) Action to Adopt Resolutions to Set the Regular Meeting Schedules and Dates for the Cultural Commission, Parks & Recreation Commission, Senior Advisory Commission, and Youth Commission for Calendar Year 2022

Recommendation: Adopt the proposed resolutions to set each of the 2022 Calendar of Regular Meetings for the Cultural Commission, Youth Commission, Parks & Recreation Commission, and Senior Advisory Commission.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt 1) Resolution No. 21-9027 setting the 2022 calendar of regular meetings for the Cultural Commission; 2) Resolution No. 21-9028 setting the 2022 calendar of regular meetings for the Youth Commission; 3) Resolution No. 21-9029 setting the 2022 calendar of regular meetings for the Parks & Recreation Commission; and 4) Resolution No. 21-9030 setting the 2022 calendar of regular meetings for the Senior Advisory Commission.

- 4.P [21-1555](#) Actions to Approve the New Classification of Senior Electric Crew Foreperson; Reclassify 1.0 Underground Crew Leader to 1.0 Senior Electric Crew Foreperson; Approve Salary Adjustments to Plans Examiner and Senior Plans Examiner; and Approve the As-Needed Salary Plan

Recommendation:

1. Approve the creation of Senior Electric Crew Foreperson (Job Code 551) and the Reclassification of 1.0 Underground Crew Leader (Job Code 887) position to the newly created classification of Senior Electric Crew Foreperson (Job Code 551);
2. Approve salary adjustments for Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 730);
3. Approve salary adjustments for various As-Needed classifications in compliance with the Minimum Wage Ordinance; and
4. Adopt a Resolution to approve the revised salary plans for various classified and as-needed positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 12, 2021.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to (1) approve the creation of Senior Electric Crew Foreperson (Job Code 551) and the Reclassification of 1.0 Underground Crew Leader (Job Code 887) position to the newly created classification of Senior Electric Crew Foreperson (Job Code 551); (2) approve salary adjustments for Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 730); (3) approve salary adjustments for various As-Needed classifications in compliance with the Minimum Wage Ordinance; and (4) adopt Resolution Nos. 21-9031 and 21-9032 to approve the revised salary plans for various classified and as-needed positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 12, 2021.

4.Q [21-1581](#) Action on 2021 Q3 Legislative Update

Recommendation: Note and file the 2021 Q3 Legislative Update.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

4.R [21-1605](#) Informational Report Regarding Bi-Yearly Project Status Report of the GIS Services Program

Recommendation: Note and file the Informational Report regarding the Bi-Yearly Project Status Report of the GIS Services Program.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to approve staff recommendation.

4.S [21-1683](#) Action on Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; Action to Authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action

Recommendation: 1. Adopt a Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; and
2. Authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to (1) adopt Resolution No. 21-9033 authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; and (2) authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action.

4.T [21-1679](#) Action to Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, Entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste

Recommendation: Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Ordinance No. 2035 adding Chapter 8.26, entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste.

- 4.U** [21-1680](#) Action to Waive Second Reading and Adopt Ordinance No. 2036 Amending Chapter 12.35 “Trees and Shrubs” of Title 12 Streets, Sidewalks and Public Places of the Code of the City of Santa Clara to Incorporate New Best Practices and Regulations to Preserve the Urban Forest

Recommendation: Waive Second Reading and Adopt Ordinance No. 2036 amending Chapter 12.35, entitled “Trees and Shrubs” to incorporate new best practices and regulations to preserve the urban forest.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Ordinance No. 2036 amending Chapter 12.35, entitled “Trees and Shrubs” to incorporate new best practices and regulations to preserve the urban forest.

- 4.V** [21-1681](#) Action to Waive Second Reading and Adopt Ordinance No. 2037 to Amend Chapter 2.120, Entitled Boards and Commissions, to Create the City’s Housing Commission and Establish the Powers, Functions, and Duties of the Commission

Recommendation: 1. Waive Second Reading and Adopt Ordinance No. 2037 to amend Chapter 2.120, entitled Boards and Commissions, to add the City’s Housing Commission and establish the powers, functions, and duties of the commission with the Commission to begin activity after conclusion of the Ad Hoc Homelessness Taskforce.

A motion was made by Councilmember Becker, seconded by Councilmember Jain, to adopt Ordinance No. 2037 amending Chapter 2.120, entitled Boards and Commissions, to add the City’s Housing Commission and establish the powers, functions, and duties of the commission with the Commission to begin activity after conclusion of the Ad Hoc Homelessness Taskforce.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

- 5.A [21-1637](#) Action to Award Purchase Order to ECS Imaging, Inc. for Stadium Builder License Laserfiche Integration Support Services, Transact Office Supplies and Equipment Purchases, and Approve Expenses Incurred Between November 23-30, 2021

Recommendation:

1. Authorize the Executive Director to award a retroactive purchase order to ECS Imaging, Inc., in an amount not to exceed \$10,238, for Laserfiche integration and support services for DocuSign SBLs;
2. Authorize the Executive Director to transact purchases for the office supplies and equipment described in the report, in an aggregate amount not to exceed \$4,988 plus any associated subsequent monthly service, tax, shipping, and environmental fees; and
3. Approve the office supplies and equipment expenses detailed in Attachment 2 totaling \$2,647 plus any associated subsequent monthly service, tax, shipping and environmental fees that were incurred by Stadium Authority between November 23-30, 2021.

A motion was made by Boardmember Becker, seconded by Boardmember Jain, to approve staff recommendation.

- 5.B [21-1126](#) Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2021

Recommendation:

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2021.

A motion was made by Boardmember Becker, seconded by Boardmember Jain, to approve staff recommendation.

5.C Action on Request submitted by Stadium Manager for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference

1. [21-1591](#) Request from Stadium Manager for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference
2. [21-1592](#) Report from the Stadium Authority Regarding Stadium Manager's Request for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference

Recommendation:

1. Approve the Stadium Manager's retroactive request to incur charges up to \$2,030 to cover travel expenses, potential client entertainment, and reception fees, including the purchase of alcohol with public funds, for Stadium Manager employee(s) for the November 9-11, 2021 IMEX Conference in Las Vegas, NV.

A motion was made by Boardmember Becker, seconded by Boardmember Jain, to approve staff recommendation.

PUBLIC PRESENTATIONS

Carolyn McAllister (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Alma Goldchain (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Debbie Tryforos (E-Mail) expressed comments of concern regarding her perception of the City Council.

Nate Cid (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Sri Cha (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Robert Sherman (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Ana Segovia (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Debbie Algeri (E-Mail) expressed comments of concern regarding the action to extend the curfew at Levi's Stadium.

Mayor Gillmor called for a recess at 10:36 PM and reconvened the meeting at 10:50 PM.

Council addressed public comment concerns.

[21-1729](#)

Public Presentations Post Meeting Material

8. [21-1138](#) Public Hearing: Adoption of a Resolution Granting Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables and Approval of Related Budget Amendment (Five Affirmative Votes Required)

- Recommendation:**
1. Adopt a Resolution to Grant Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables;
 2. Approve and Authorize the City Manager to Execute Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables with 11 applicants; and
 3. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the FY 2021/22 budget amendment in the Solid Waste Fund to recognize revenue in the amount of \$154,000 and increase the Materials, Services, and Supplies appropriation in the amount of \$154,000 (**five affirmative Council votes required to appropriate additional revenue**).

Deputy Director of Public Works Staub gave a PowerPoint presentation.

A motion was made by Councilmember Hardy, seconded by Councilmember Watanabe, to close the Public Hearing.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

A motion was then made by Councilmember Hardy, seconded by Councilmember Watanabe, to (1) adopt Resolution No. 21-9034 to Grant Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables; (2) approve and authorize the City Manager to Execute Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables with 11 applicants; and (3) consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2021/22 budget amendment in the Solid Waste Fund to recognize revenue in the amount of \$154,000 and increase the Materials, Services, and Supplies appropriation in the amount of \$154,000 (five affirmative Council votes required to appropriate additional revenue).

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

9. [21-1554](#) Approve CalPERS' Annual Requirement of the 2022 Salary Plans for Classified and Unclassified Employees Pursuant to Current Labor Contracts base on Council's Former Approved Cost of Living Increases, Including the Classifications of City Manager, and Approval of a Second Amendment to the City Manager Employment Agreement to Memorialize the Past Two Years of 0% and 4.5% COLAs effective December 26, 2021

- Recommendation:**
1. Adopt a Resolution to approve the administrative changes based on former Council action for the annual filing of salary plans for various classified and unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021; and
 2. Adopt a Resolution approving the Second Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to memorialize two years of 0% cost of living adjustment and to adjust the City Manager's base salary to \$468,673.97 effective December 26, 2021.

City Manager Santana left the meeting as she participated in the Labor negotiations and her contract amendment is under consideration.

Director of Human Resources Azevedo provided a verbal report.

Council comments and questions followed.

Director of Human Resources Azevedo and **Chief Assistant City Attorney Reuter** addressed **Council** questions.

A motion was made by **Vice Mayor Chahal**, seconded by **Councilmember Jain**, to (1) adopt a Resolution to approve the administrative changes based on former Council action for the annual filing of salary plans for various classified and unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021.

Chief Assistant City Attorney Reuter recommended continuing the entire item to the next Council and Authorities Concurrent Meeting.

Vice Mayor Chahal agreed to drop the motion on the floor.

A motion was made by Councilmember Watanabe, seconded by Councilmember Hardy, to continue item to the December 14, 2021 Council and Authorities Concurrent Meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

- 4.J [21-1484](#) Action on Amendment No. 1 for the Agreement with Accela, Inc. for Land Management Software and Related Budget Amendment

Recommendation:

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement and order documents with Accela, Inc. to purchase additional software licenses for Land Management Software and increase the maximum compensation by \$1,420,640 for a total maximum contract compensation of \$2,639,300, subject to the appropriation of funds; and
2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve a FY 2021/22 budget amendment in the General Fund to increase the Non-Departmental Citywide Programs Budget by \$48,197 and decrease the technology fee reserve by \$48,197 (**five affirmative Council votes required for use of unused balances**).

Vice Mayor Chahal pulled this item for further clarification on the costs of the user licenses.

Council questions and comments followed.

Director of Community Development Crabtree addressed **Council** questions.

A motion was made by **Vice Mayor Chahal**, seconded by **Councilmember Park**, to approve staff recommendation with modification to approve up to 50 licenses instead of 100, and have staff re-negotiate with Accela and inquire about floating licenses.

Council comments and questions followed.

Director of Community Development Crabtree and **City Manager Santana** addressed **Council** questions.

Vice Mayor Chahal withdrew his original motion on the floor.

A motion was made Vice Mayor Chahal, seconded by Councilmember Jain, to continue item this item to the December 14, 2021 Council and Authorities Concurrent Meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

4.W [21-1179](#) Action to Waive First Reading and Introduce Ordinance for the Regulation of Shared Mobility Devices (Bicycles and Motorized Scooters), and Adopt a Resolution to Establish Shared Mobility Permit and Impound Fees

Recommendation: Alternatives 1 and 2

1. Waive First Reading and Introduce an Ordinance establishing Chapter 10.35 of the Santa Clara Municipal Code instituting Shared Mobility Regulations; and
2. Adopt the Resolution establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.

Councilmember Jain pulled this item for further clarification.

Council questions followed.

Assistant Director of Public Works Liw addressed **Council** questions.

A motion was made by Councilmember Jain, seconded by Vice Mayor Chahal, to approve Alternatives 1 and 2: (1) waive the First Reading and Introduce Ordinance No. 2038 establishing Chapter 10.35 of the Santa Clara Municipal Code instituting Shared Mobility Regulations; and (2) adopt Resolution No. 21-9035 establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

PUBLIC HEARING/GENERAL BUSINESS

A motion was made by Vice Mayor Chahal, seconded by Councilmember Park, to continue Items 6.A, 6.B, 6.C, and 7 to the December 14, 2021 Council and Authorities Concurrent Meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

6. Action on Approval of Various Board, Commissions and Committees Governance Items

- A. [21-1661](#) Information and Update on the Ad Hoc Committee on the Apology Letter Relating to the City's California Voting Rights Act Litigation (Deferred from November 9 and 16, 2021)

Recommendation: 1. Review expanded scope and provide direction on staff resources to support the committee; and
2. Review the provided history and background and provide feedback on what should be posted on the Open City Hall survey as a history.

Items 6.A, 6.B, 6.C, and 7 were continued to the December 14, 2021 Council and Authorities Concurrent Meeting.

- B. [21-1662](#) Action on Formalization of the Bicycle and Pedestrian Advisory Committee (Deferred from November 9 and 16, 2021)

Recommendation: Alternatives 1, 3, 5, 8 and 9:
1. Modify BPAC membership eligibility to require that applicants must be at least 18 years of age and live or work in the City;
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term;
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections;
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council; and
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

Items 6.A, 6.B, 6.C, and 7 were continued to the December 14, 2021 Council and Authorities Concurrent Meeting.

- C. [21-1663](#) Waive First Reading and take Action on the Introduction of Ordinance to Amend Chapter 2.120, Entitled Boards and Commissions, to Update Boards and Commission Members Qualifications (Deferred from November 9 and 16, 2021)

Recommendation: Waive First Reading and Approve the Introduction of an Ordinance to amend Chapter 2.120, entitled Boards and Commissions, to update Boards and Commissions qualifications to be residents of the City instead of qualified electors.

Items 6.A, 6.B, 6.C, and 7 were continued to the December 14, 2021 Council and Authorities Concurrent Meeting.

7. [21-1147](#) Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas

Recommendation: Note and file the Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas.

Items 6.A, 6.B, 6.C, and 7 were continued to the December 14, 2021 Council and Authorities Concurrent Meeting.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

None.

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

None.

[21-1505](#) Update on City Council and Stadium Authority Staff Referrals

[21-1709](#) Tentative Meeting Agenda Calendar (TMAC)

ADJOURNMENT

The meeting was adjourned at 12:08 AM.

A motion was made by Council/Boardmember Becker, seconded by Council/Boardmember Park, to adjourn the meeting.

Aye: 7 - Councilmember Watanabe, Vice Mayor Chahal, Councilmember Hardy, Councilmember Park, Councilmember Jain, Councilmember Becker, and Mayor Gillmor

[21-1727](#) Adjournment of the December 7, 2021 City Council and Stadium Authority Meeting Post Meeting Material

The next regular scheduled meeting is on Tuesday, December 14, 2021.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

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City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

22-14

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:

Planning Commission - January 26, 2022

Board of Library Trustees - July 19, 2021

Board of Library Trustees - November 1, 2021

Board of Library Trustees - December 6, 2021

Board of Library Trustees - January 6, 2022

Senior Advisory Commission - January 24, 2022



City of Santa Clara

Meeting Minutes

Planning Commission

01/26/2022

6:00 PM

Virtual Meeting

Pursuant to California Government Code section 54953(e) and City of Santa Clara Resolution 22-9042, the Planning Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to provide methods for the public to participate remotely:

- **Via Zoom:**

- o <https://santaclaraca.zoom.us/j/91729202898>

Webinar ID: 917 2920 2898 or

- o Phone: 1(669) 900-6833

- **Via the City's eComment (available during the meeting)**

The public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

6:00 PM REGULAR MEETING

Call to Order

Chair Biagini called the meeting to order at 6:01 p.m.

Pledge of Allegiance and Statement of Values

Roll Call

Commissioner Ikezi notified the Commission she would be joining the meeting late and joined the meeting at 7:07 p.m.

Present 6 - Chair Nancy A. Biagini, Vice Chair Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, Commissioner Lance Saleme, and Commissioner Yashraj Bhatnagar

Absent 1 - Commissioner Yuki Ikezi

DECLARATION OF COMMISSION PROCEDURES

Secretary Herro read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

1.A [22-95](#) Planning Commission Meeting Minutes of January 10, 2022 Special Meeting

Recommendation: Approve the Planning Commission Minutes of the January 10, 2022 Special Meeting

Commissioner Cherukuru pulled Item 1.A from the Consent Calendar to make comments. Item 1.A was heard as the first item on the Public Hearing Calendar.

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING

1.A [22-95](#) Planning Commission Meeting Minutes of January 10, 2022 Special Meeting

Recommendation: Approve the Planning Commission Minutes of the January 10, 2022 Special Meeting

This item was pulled from the Consent Calendar by **Commissioner Cherukuru** who noted she would like more detail put in the Commission Minutes. Commissioners discussed this request and Staff provided information that the City protocol is Action Meeting Minutes for Council and Board and Commission Minutes. **Assistant Director of Community Development Reena Brilliot** stated she would review the request with the City Clerk's Office and respond to this matter at a future meeting.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Saleme to approve staff recommendation.

Aye: 6 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Saleme, and Commissioner Bhatnagar

Absent: 1 - Commissioner Ikezi

2. [22-1115](#) Action on: the Patrick Henry Drive Specific Plan; Creation of new General Plan Designations and General Plan Amendments to change the General Plan Land Use Diagram from Light Industrial to Various Residential Designations to Implement the Patrick Henry Drive Specific Plan; Creation of New Patrick Henry Drive Zoning Districts and Rezoning of the Patrick Henry Drive Area Using those Zoning Districts; an Environmental Impact Report and Statement of Overriding Considerations; and a Mitigation Monitoring and Reporting Program

Recommendation: That the Planning Commission adopt Resolutions recommending that the City Council:

1. Approve and certify the Final EIR prepared for the PHD Specific Plan (SCH # 2019120515), including CEQA Findings and a Statement of Overriding Considerations.
2. Approve the Patrick Henry Drive Specific Plan, a specific plan consistent with Government Code Sections 65450-65457.
3. Approve a General Plan text amendment creating the following land use designations: Village Residential (60-149 DU/AC), Urban Village (100-149 DU/AC), Urban Center (120-250 DU/AC), and High Density Flex (60-149 DU/AC, or up to 2.0 FAR), updating the Climate Action Plan to recognize those Land Use Designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the Patrick Henry Drive Specific Plan; and
4. Adopt an ordinance amending the Zoning Code to create of the Chapter 18.27 of the Zoning Code, Regulations for the PHD, the Patrick Henry Drive Zoning Districts, including development standards, allowed uses and parking requirements for the following zoning districts: R5 - Very High Density Residential, VR - Village Residential, UV - Urban Village, UC - Urban Center, and HD Flex - High Density Flex, and rezoning the Project Site using the new districts as indicated in the Patrick Henry Drive zoning map.

Principal Planner John Davidson provided a PowerPoint presentation.

Public Speakers:

Jonathon Evans - spoke in support of the Plan
Alicia Guerra - Land Use Attorney submitted a comment letter
Ron Gonzales - recommended additional affordable housing
Jan Hintermeister - questions regarding a Library
John Dalrymple - spoke in support of a local worker apprentice program
Corey Quevedo - requested local workers be used as apprentices
Michael Cadena - Electrical Brotherhood Representative spoke in support of a workforce policy
Mike Navarro - spoke in support of the Plan

Commissioners discussed several aspects of the Plan including affordable housing, architectural review; and apprentice programs, staff provided

information in response to the questions.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Saleme to close public hearing.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Herro, seconded by Commissioner Bhatnagar to reopen public hearing.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

Public Speaker: John Dalrymple

A motion was made by Commissioner Saleme, seconded by Commissioner Cherukuru to close public hearing.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Cherukuru, seconded by Commissioner Herro to approve staff recommendation 1.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to approve staff recommendation 2 with the addition of a seventh principle to the Specific Plan: 7. Building a Vibrant Middle Class: Encourage the use of a local construction workforce and local business sourcing in the buildout within the Plan area. The employment of a local construction workforce that pays family-supporting wages will generate sales tax revenue for the City as those wages are recirculated within the City's business community. The availability of a trained construction workforce is essential for the success in implementing the Plan therefore the employment of apprentices in State of California approved training programs will also be encouraged; and

Amend the Specific Plan such that any instance of the text showing the Alternate Circulation Diagram (4.6.2-ALT: CIRCULATION) also includes the phrase, "Subject to the Approval of the Mission College Board of Trustees"; and

Amend the Specific Plan to change to the affordable housing language as follows: instead of 15% affordable units at an average of 80% of AMI, 15% affordable units split equally between three affordability levels of 50%, 80%, and 120% AMI.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Bhatnagar, seconded by Commissioner Huang to approve staff recommendation 3 creating the following General Plan land use designations: Village Residential (60-149 DU/AC), Urban Village (100-149 DU/AC), Urban Center (120-250 DU/AC), and High Density Flex (60-149 DU/AC, or up to 2.0 FAR), updating the Climate Action Plan to recognize those Land Use Designations, and amending the General Plan Land Use diagrams for Phases II and III to reflect the land use designations in the Patrick Henry Drive Specific Plan.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

A motion was made by Commissioner Huang, seconded by Commissioner Biagini to approve staff recommendation 4 with a change to the affordable housing language as follows: instead of 15% affordable units at an average of 80% of AMI, 15% affordable units split equally between three affordability levels of 50%, 80%, and 120% AMI.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:

1. Announcements/Other Items

Commissioner Cherukuru shared the news of Silicon Valley businessman John Arrillaga, Sr.'s passing. **Commissioner Bhatnagar** also shared a few words about John Arrillaga, Sr.

Commissioner Ikezi asked a question related to the SB9 Joint Study Session that occurred the day prior which **Assistant City Attorney Alexander Abbe** answered.

2. Commissioner Travel and Training Reports, Requests to attend Trainings

Commissioner Cherukuru thanked Staff for the State of the Valley conference registration. **Office Specialist IV Elizabeth Elliott** shared that the registrations for all the conferences which had been requested at the last meeting had been completed.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:

1. Planning Commission Budget Update

Office Specialist IV Elizabeth Elliott provided updates.

2. Upcoming Agenda Items

Assistant Director of Community Development Reena Brilliot shared that there were no items scheduled for the next meeting on February 16. **Commissioner Saleme** inquired about discussing the Commission's objectives at the February 16 meeting. **Assistant Director of Community Development Reena Brilliot** shared that the Commission's objectives are outlined in the Charter and that direction is given by the City Council, and that feedback on trainings and on the budget to be expended are welcomed. **Ms.Brilliot** inquired if the Commission would like to hold the February meeting solely to discuss Commission priorities or to add to the March meeting agenda. The Commission expressed interest in holding the February 16 meeting to discuss these items.

3. City Council Actions

Assistant Director of Community Development Reena Brilliot provided updates.

ADJOURNMENT:

A motion was made by Commissioner Biagini, seconded by Commissioner Cherukuru to adjourn the meeting in honor of John Arrillaga, Sr.

The meeting adjourned at 9:15 p.m.

The next regular scheduled meeting is on Wednesday, February 16, 2022.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

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City of Santa Clara

Meeting Minutes

Board of Library Trustees

07/19/2021

6:00 PM

Special Meeting - Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:

- o <https://zoom.us/j/96309770871>

Webinar ID: 963 0977 0871 or

- o Phone: 1(669) 900-6833

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Board of Library Trustees to commence and convene on July 19, 2021 at 6:00 PM for a Special Meeting held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

CLOSED SESSION

CALL TO ORDER AND ROLL CALL

Chair Ricossa called the meeting to order at 6:00 p.m.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Vice Chair Jan Hintermeister, Chair Stephen Ricossa, and Trustee Jonathon Evans

PUBLIC COMMENT

**Personnel Matter (Gov. Code § 54957) - Public Employee Appointment, Position Title:
City Librarian**

Convene to Closed Session

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

Chair Ricossa reported that **the Board of Library Trustees** unanimously approved the candidate recommended for City Librarian by **City Manager Deanna Santana**.

ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

A motion was made by Trustee Broughman, seconded by Trustee Evans, to adjourn the meeting. The motion passed unanimously.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Vice Chair Hintermeister, Chair Ricossa, and Trustee Evans

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City of Santa Clara

Meeting Minutes

Board of Library Trustees

11/01/2021

6:00 PM

Virtual Meeting

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- o <https://zoom.us/j/96309770871>

Webinar ID: 963 0977 0871 or

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- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

CALL TO ORDER AND ROLL CALL

Chair Ricossa called the meeting to order at 6:00pm.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

CONSENT CALENDAR

- 1 [21-1544](#) Action on the Meeting Minutes of October 4, 2021

Recommendation: Approve meeting minutes of October 4, 2021

A motion was made by Trustee Broughman, seconded by Trustee Tryforos, to approve the meeting minutes of October 4, 2021. The motion passed.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

PUBLIC PRESENTATIONS

No public presentations.

GENERAL BUSINESS**STAFF REPORT**

- 2 [21-1552](#) Introduction of New Mission Branch Library Program Coordinator

Recommendation: No recommendation for this item.

City Librarian Patty Wong introduced Mission Branch Library **Program Coordinator Adina Aguirre**.

Program Coordinator Aguirre gave a brief summary of her background in libraries, goals for the Mission Branch Library, and personal interests.

Trustee Broughman inquired about engagement with the Liberty Towers Retirement Community. **Program Coordinator Aguirre** noted she recently spoke with staff from the retirement community to better understand how Mission Branch Library can serve their residents.

Vice Chair Evans asked about in-person programming. **Program Coordinator Aguirre** described the passive programming currently happening and an upcoming in-person storytime.

3 [21-1553](#) Review of Board of Library Trustees Long-Term Work Plan

Recommendation: Evaluate, revise and update work plan items.

City Librarian Wong asked for the **Board of Library Trustees (the Board)** to review its existing long-term work plan.

City Librarian Wong gave a brief overview of potential opportunities in North Santa Clara for Library services.

Trustee Evans inquired if park fees could aid Library construction. **City Librarian Wong** explained that partner organizations could potentially receive loans from the Parks and Recreation department for projects that provide benefit to park land.

City Librarian Wong will bring information related to Sunnyvale Public Library's Lakewood Branch back the Board in response to **Trustee Broughman's** interest about its development.

Trustee Broughman gave background on **the Board's** previous work to be involved in the City's General Plan, in particular **Trustee Hintermeister's** presentation to City Council in February 2019 regarding library service needs in relation to population growth. **City Librarian Wong** is interested in pursuing this goal with **the Board** and noted that creating a facilities master plan or strategic plan would prepare the Library if the opportunity is available. These plans would incorporate **the Board's** interest in placemaking.

Vice Chair Evans summarized that **the Board** would like to see the environmental impact report process for new developments include consideration for impacts on Library resources and the Library service needs to be incorporated in a future General Plan.

City Librarian Wong stated that no additional updates are available for the Nexus study item on **the Board's** work plan.

City Librarian Wong will provide an update at a future meeting regarding the status of community room fees in the City.

Chair Ricossa asks that the remainder of the work plan be deferred until a future meeting.

Trustee Hintermeister noted that many items on the work plan were not action items, but a way of tracking comments that came from City Council meetings.

4 [21-1557](#) Board Development and Engagement

Recommendation: No recommendation for this item.

Trustee Tryforos inquired what the role of **the Board** could be. **City Librarian Wong** proposed the idea of **the Board** going through an onboarding process together to give all trustees a common foundation. Through this, **the Board** can examine how to be more effective in its actions.

City Librarian Wong noted that **the Board** has a responsibility to be the community's voice for the Library as well as the Library's advocate when speaking with the community and personal social circles. **City Librarian Wong** will be asking trustees what community organizations they belong to and who in the community she should engage.

Trustee Tryforos suggested **the Board** have an engagement page on the Library website to solicit community feedback and interest.

Trustees Broughman and Hintermeister are interested in receiving guidance from staff on where to direct efforts.

City Librarian Wong will begin to explore the Board's role in the City Charter at the next meeting.

5 [21-1558](#) City Librarian Report on Library Programs and Activities

Recommendation: Note and file monthly update on Library activities.

City Librarian Wong gave an update on library activities including:

- reopening planning
- hiring of **Assistant City Librarian Dolly Goyal**
- recent Bookmobile events
- Youth Service's outdoor in-person Halloween parade
- Pop up storytimes

TRUSTEES REPORT

Trustee Broughman inquired about tax preparation activities at the Library. Staff will contact the Volunteer Income Tax Assistance (VITA) program and return with information.

ADJOURNMENT

A motion was made by Trustee Broughman, seconded by Vice Chair Evans, to adjourn the meeting at 7:37pm.

Aye: 5 - Trustee Broughman, Trustess Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

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City of Santa Clara

Meeting Minutes

Board of Library Trustees

12/06/2021

6:00 PM

Virtual Meeting

Pursuant to the Government Code section 54953(e) and City of Santa Clara Resolution 21-9013, the Board of Library Trustees meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:

- o <https://santaclaraca-gov.zoom.us/j/97255938995>

Webinar ID: 972 5593 8995 or

- o Phone: 1(669) 900-6833

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- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

CALL TO ORDER AND ROLL CALL

Chair Ricossa called meeting to order at 6:03pm.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

CONSENT CALENDAR

- 1 [21-1655](#) Action on the Meeting Minutes of November 1, 2021

Recommendation: Approve meeting minutes of November 1, 2021

A motion was made by Trustee Broughman, seconded by Trustee Hintermeister, to approve the meeting minutes of November 1, 2021.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

PUBLIC PRESENTATIONS

Executive Director of the Santa Clara City Library Foundation and Friends, JoAnn Davis, gave an update on book sales in 2021, need for additional volunteers, and a temporary stop on accepting book donations. Details were discussed describing preparations for the Librarypalooza fundraiser on April 30, 2022.

GENERAL BUSINESS

- 2 [21-1677](#) Review of Board of Library Trustees Long-Term Work Plan

Recommendation: Confirm and establish timeframes for new and continuing work plan items

The Board finished a review of the existing work plan from January 2020 and asked for items to be carried forward to an updated work plan. The items discussed in the November 1, 2021 meeting to be carried forward are:

- Library services in North Santa Clara
- Inclusion of library services in the City's General Plan
- Review of a nexus study to explore potential Library funding
- Placemaking
- Fees for Library community room

The Board discussed the merit of carrying forward an item related to expansion of library hours. **Chair Ricossa** noted that the subject should be taken up after COVID-19 related restrictions were lessened. **Trustee Broughman** and **Vice Chair Evans** felt the item should be kept on the work plan as ongoing.

Trustee Hintermeister clarified the item related to Santa Clara University was intended to improve public awareness of the resources Santa Clara City Library patrons have through the university. This item will not be carried over to the new work plan.

The Library Spaces and Bookmobile karaoke items from the previous work plan will not be carried forward.

The remaining items on the January 2020 list that were not noted as complete or infeasible were determined to be a means of capturing City Council comments and not action items to carry forward.

Trustee Hintermeister would like **the Board** to have more awareness of the process for recruitment to the Board of Library Trustees. **Vice Chair Evans** suggested having a description of duties on the City website that can be referred to when recruiting to better inform candidates.

City Librarian Wong described the items as shown on the new work plan dated December 6, 2021 and provided additional background.

Vice Chair Evans asked for more information related to developer impact fees or other alternative funding option. **City Librarian Wong** will provide the City's nexus study from 2020 relating to the Tasman East Specific Plan to the Board for review.

Trustee Hintermeister made an additional motion to add the topic of governance and Board development as an item on the Board's work plan. The motion passed unanimously.

Vice Chair Evans made a motion, seconded by **Trustee Broughman**, to approve items on updated work plan dated December 6, 2021 and add as an additional work item the expansion of library hours particularly at Northside and Mission Branch Libraries pending the resolution of COVID. The motion passes with four ayes and one nay.

Aye: Trustee Broughman, Trustee Tryforos, Chair Ricossa, and Vice Chair Evans

Nay: 1 - Trustee Hintermeister

3 [21-1697](#) Informational Discussion of Fine-Free Library Movement

Recommendation: Add item to Board of Library Trustees workplan to examine fine-free issue as it relates to library services locally and nationwide.

City Librarian Wong discussed the progression of thinking around late fines being utilized by libraries as a method to encourage timely returns. It was noted that many libraries have taken steps towards partially removing or completely removing fines and why they chose to do so.

Trustee Broughman mentioned that **the Board** has previously agreed to remove fines on youth items.

Trustee Tryforos expressed concern for the return of laptops and hotspots. **City Librarian Wong** suggested that specific item types could be exempt from any policy change if felt appropriate.

Vice Chair Evans inquired if materials could be automatically renewed in order to prevent patrons from accruing overdue fines. **City Librarian Wong** noted the Library was exploring that option.

Chair Ricossa suggested providing patrons pre-printed postage to mail books back to the library if they have difficulty traveling to a branch. **City Librarian Wong** shared that some larger library systems do this, but it is done at a considerable cost to the library.

Trustee Broughman would like to review what the Library's current fines policy is for youth and learn more about what surrounding libraries are charging. **Chair Ricossa** would like to see how removing youth fines affected the return rate.

Vice Chair Evans and **Chair Ricossa** have asked for an item to be added to the February 7, 2022 Board of Library Trustees meeting to further discuss and potentially take action on the removal of library fines.

4 [21-1682](#) Board Development and Engagement

Recommendation: No recommendation for this item.

City Librarian Wong discussed the importance of **the Board's** establishment in the City Charter and the powers entrusted to **the Board** through it. **The Board's** advisory nature was explained by differentiating its role to those of an administrating board.

City Librarian Wong clarified City Charter sec. 1013(d) is a stipulation that could allow another school, county, or governmental agency to be contracted with the City to provide library services. It also allows other agencies that require library services to contract with the City for the Library to provide them.

The Board was asked to help support **City Librarian Wong** through succession planning, attending Library events where they can be recognized as trustees, introducing the City Librarian to community partners and city leaders, and keeping library staff informed of key activities and communications.

Trustee Broughman discussed the charter requirement that board members be voting citizens. Changing the stipulation to "resident" instead would require a vote by the community to alter the charter.

Vice Chair Evans asked if there was funding for training or convention attendance for the trustees. **Trustee Broughman** noted that the Board's budget in past years was too small to support those activities. **Vice Chair Evans** would like to see what cost-effective opportunities and resources are available. **City Librarian Wong** and **Assistant City Librarian Goyal** will keep **the Board** informed of potential opportunities.

5 [21-1685](#) Call for Agenda Items

Recommendation: Suggest topics for future agenda items

City Librarian Wong invited the Board to submit items for future agendas.

STAFF REPORT

- 6 [21-1676](#) Introduction to the New Assistant City Librarian

Recommendation: No recommendation for this item.

City Librarian Wong introduced **Assistant City Librarian Dolly Goyal**. **Assistant City Librarian Goyal** described her background in library work. A focus on inclusion and staff development was discussed.

Vice Chair Evans inquired about the possibility of continuing Lunch at the Library services in the future. **Assistant City Librarian Goyal** stated an interest in exploring grants and other opportunities to provide similar services to the Library if possible.

Trustee Hintermeister noted that some of **the Board** attended the California State Library (CLA) conference when **Assistant City Librarian Goyal** was CLA President.

- 7 [21-1675](#) City Librarian Report on Library Programs and Activities

Recommendation: Note and file monthly update on Library activities

City Librarian Wong reported on:

- plans to expand Library hours
- Library closure from December 24, 2021 through January 2, 2022.
- county COVID-19 testing
- Christmas tree lighting event
- check out and code kit grants
- newly added staff members in Youth Services and Adult Services

TRUSTEES REPORT

ADJOURNMENT

A motion was made by Trustee Broughman, seconded by Trustee Tryforos, to adjourn. The motion passed unanimously.

Aye: 5 - Turstee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

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City of Santa Clara

Meeting Minutes

Board of Library Trustees

01/06/2022

7:00 PM

Special Meeting - Virtual Meeting

Pursuant to the Government Code section 54953(e) and City of Santa Clara Resolution 21-9013, the Board of Library Trustees meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

• Via Zoom:

- o <https://santaclaraca-gov.zoom.us/j/97255938995>

Webinar ID: 972 5593 8995 or

- o Phone: 1(669) 900-6833

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Board of Library Trustees to commence and convene on January 6, 2022, 7:00 PM for a Special Meeting held virtually via Zoom, to consider the following matter(s) and to potentially take action with respect to them.

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

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CALL TO ORDER AND ROLL CALL

Chair Ricossa called the special meeting to order at 7:00 p.m.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

PUBLIC PRESENTATIONS**GENERAL BUSINESS**

- 1 [22-75](#) Board of Library Trustees Communication Plan for Patrick Henry Specific Plan Advocacy

Recommendation: Create a communication plan for Patrick Henry Specific Plan related advocacy.

City Librarian Wong gave a synopsis of the study session for the Patrick Henry Specific Plan presented by **Director of Community Development, Andrew Crabtree**, at the December 7, 2021 City Council meeting. During the planning session, a council member suggested that the library could potentially partner with Mission College to pursue a joint-use facility on their campus rather than include a joint-use facility for the Library and the Parks and Recreation department in the Patrick Henry Specific Plan. **Director Crabtree** communicated to **City Librarian Wong** that **the Board of Library Trustees (the Board)** is welcome to provide public comment in relation to the inclusion of Library service in the Patrick Henry Specific Plan during the Planning Commission meeting on January 10, 2022.

Vice Chair Evans stated a preference for the City to directly provide library services to their constituents in the Patrick Henry Specific Plan and to maintain a placeholder for the Library if funding was currently insufficient.

Trustee Tryforos composed a letter addressed to the Planning Commission expressing her concerns for the idea of a joint-use library with Mission College. This letter was shared with **the Board** and **Trustee Tryforos** elaborated on the points she made.

The Board decided it would speak as a body at the January 10, 2022 Planning Commission meeting to advocate for the inclusion of library services in the Patrick Henry Specific Plan.

Vice Chair Evans requested staff provide a list of vital library services to help inform **the Board's** statement. **City Librarian Wong** will provide this list to **Chair Ricossa**.

Trustee Hintermeister and **Vice Chair Evans** will work as a subcommittee to compose a letter stating the Board's position on the inclusion of library services in the Patrick Henry Specific Plan. The letter will be submitted to the Planning Commission to be read into the record of its January 10, 2022 meeting.

Trustee Hintermeister requested the February 7, 2022 Board of Library Trustees meeting include an agenda item to develop a communication plan around the creation of a Library strategic plan.

Trustee Hintermeister suggests that **the Board** advocate for future environmental impact reports to include the consideration of library services.

The Board requests that the communication plan for advocacy be added to its work plan.

Due to technical difficulties, **Trustee Broughman** was disconnected from the meeting and was unable to vote on the motion on this item.

Vice Chair Evans made a motion, seconded by **Trustee Tryforos**, that a subcommittee consisting of **Trustee Hintermeister** and **Vice Chair Evans** will compose a letter with the Board of Library Trustees' conclusions regarding library services in the Partick Henry Specific Plan to be read at the Planning Commission's January 10, 2022 meeting by **Trustee Tryforos** should it not be read into the record by commission staff. The motion passed 4 to 0.

ADJOURNMENT

A motion was made by **Trustee Tryforos**, seconded by **Vice Chair Evans**, to adjourn a 8:13 p.m. The vote passes 4 to 0.

Aye: 4 - **Member Tryforos, Member Hintermeister, Chair Ricossa, and Vice Chair Evans**

Absent: 1 - **Member Broughman**

The next regular scheduled Board of Library Trustees meeting is February 7, 2022 at 6:00 PM.

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City of Santa Clara

Meeting Minutes

Senior Advisory Commission

01/24/2022

10:00 AM

Virtual Meeting

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 22-9042, the Senior Advisory Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <https://santaclaraca.zoom.us/j/97590069803>

Or join by phone: Dial 1-669-900-6833

Webinar ID: 975 9006 9803

International numbers available: <https://santaclaraca.zoom.us/u/abuhH0eDsx>

CALL TO ORDER AND ROLL CALL

A regular meeting was called to order by Chair Grant McCauley at 10:03 a.m.

Present 4 - Commissioner Wanda Buck, Chair Grant L. McCauley, Vice Chair Nancy Toledo, and Commissioner James Hohenshelt

Absent 2 - Commissioner Judy Hubbard, and Commissioner Helen Narciso

A motion was made by Vice Chair Toledo, seconded by Commissioner Hohenshelt to excuse Commissioner Narciso.

Aye: 4 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Excused: 1 - Commissioner Narciso

Absent: 1 - Commissioner Hubbard

CONSENT CALENDAR

1.A. [22-63](#) Senior Advisory Commission Minutes of November 22, 2021

Recommendation: Approve the Senior Advisory Commission Minutes of November 22, 2021.

Commissioner Buck asked that the minutes be amended to reflect she did not abstain on the vote to excuse Commissioner Narciso.

A motion was made by Commissioner Buck, seconded by Commissioner Hohenshelt to approve the minutes of January 24, 2022 as amended.

Aye: 4 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Excused: 1 - Commissioner Narciso

Absent: 1 - Commissioner Hubbard

PUBLIC PRESENTATIONS

GENERAL BUSINESS

Commissioner Hubbard arrived at 10:15 a.m.

2. [22-64](#) Senior Advisory Commission Work Plan & Goals for FY2021/22

Relating to Goal 1 - Advocate for Affordable and Convenient Housing:

1.a & b. - **Recreation Supervisor Herb** shared that she's waiting to hear from the Community Development Department on date for the "Housing Elements (How does it benefit the older adult population)" presentation.

1.c. - **Mayor Gillmor** confirmed that the City Housing Commission has been approved and awaiting interviews for Commissioners.

Relating to Goal 2 - Develop Opportunities to Promote Health, Wellness, and Nutrition:

2.a. - **Commissioner Buck** expressed how impressed she was with the Kaiser presenter Dr. Steinman for the "Navigating through the Holidays, During a Pandemic." She shared that she found it very informative.

Commissioner Buck provided the resource of Friendship Line in San Francisco, as well as the Warm Line offered by NAMI. **Commissioner Buck** asked that the Senior Center provide a list of acronyms for organizations that assist the older adult population.

2.b. - **Commissioner McCauley and Toledo** provided an update for the Health & Wellness Fair. **Commissioner McCauley** shared that the committee meeting scheduled for the end of January was cancelled due to lack of updates from exhibitors. Exhibitors are keeping an eye on the Omicron surge and waiting for numbers to decline. **Recreation Supervisor Herb** shared with the commission that she is working with **Health & Wellness Coordinator von Kugelgen** to continue planning the event.

2.c. - There was no report on the City ADA Committee meeting(s). **Mayor Gillmor** informed the commission that she will look into the status of the committee. **Commissioner McCauley** shared that the Magical Bridge Foundation received another donation towards the City's all-inclusive playground in Central Park.

STAFF REPORT

Recreation Supervisor Herb asked the Commission to save the date for Saturday, April 9. The Senior Center is hosting Breakfast with the Bunny. This event will be an opportunity for the Youth Commission and Senior Advisory Commission to help facilitate the activities at the event. The event will be from 9 - 11 a.m.

Recreation Supervisor Herb updated the Commission on continued Senior Center programs and activities (Senior Center fitness classes, Senior Center Newsletter, and the Howdy Packet), operating Monday - Friday, 7 a.m. - 3 p.m. She shared COVID updates at the facility due to the Omicron surge which includes:

- Senior Nutrition Program is not offering indoor dining
- Cardio machines in the Fitness Center are now operating every other as a way to spread patrons out on the equipment.

Recreation Supervisor Herb shared with the Commission that tax season has started and AARP will be offering Zoom assistance. Individuals can call the Senior Center for contact information.

Recreation Manager Castro provided Parks & Recreation updates for the Commission, including:

- Parks & Recreation winter classes are under way and that staff have begun to plan for the spring session.
- The Westwood Oaks Park Playground Rehabilitation Project is being recommended to City Council.
- The Parks & Recreation Department will be meeting with the architect for the Magical Bridge Project.

COMMISSIONERS REPORT

Commissioner McCauley - encouraged the Commission to sign up for the free COVID antigen tests through the USPS. **Commissioner Hohenshelt** added that it is super easy or order the free tests.

Commissioner Toledo - shared that the Santa Clara Women's League provided a 125 holiday meals for the Senior Nutrition Program. The members helped serve coffee, greeted patrons, and visited with those that stayed to eat.

ADJOURNMENT

A motion was made by Vice-Chair Toledo, seconded by Commissioner Buck that the meeting be adjourned at 11:30 a.m.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Excused: 1 - Commissioner Narciso

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Agenda Report

22-142

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Bills and Claims Report (CC, SCSA, SOSA) for the period January 1, 2022 - January 28, 2022

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Disbursements made by the City are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure they are reflective of the goods or services provided. Invoices are usually paid within 30 days of receipt of an accurate invoice. As the final step, the City Auditor, or designee, verifies all documents before payment is issued. Payments are issued through accounts payable checks and wire transfers. It's important to note that items that pertain to the Stadium Authority are billed to the Stadium Manager (ManCo) to pay on behalf of the Stadium Authority for Non-NFL events and the 49ers for NFL events.

The Bills and Claims Report represents the cash disbursements required for operations of the City during the period. The report reflects the payment date, invoice number, description of the payment, funding source, and payment amount for all invoices. The budget control is set by the City Council through the budget adoption process.

DISCUSSION

Significant expenditures in this period include:

- Payment to Northern California Power Agency in the amount of \$17,648,917 for January 2022 all resources bill and Western Restoration Fund.
- Payment to MSR Public Power Agency/Energy Authority in the amount of \$4,802,526 for December 2021 and January 2022 energy purchase, December 2021 Big Horn Plant shaping fee.
- Payment to California Independent System Operator (ISO) in the amount of \$3,490,690 for September and December 2021 and January 2022 settlement charges.
- Payment to Tri-Dam Power Authority/Agency in the amount of \$3,129,074 for December 2021 Hydroelectric purchase.
- Payment to Newtron LLC., in the amount of \$1,276,953 for progress payment for the Serra Substation Re-Build project.
- Payment to Mission Waste System in the amount of \$1,226,639 for October to December 2021 garbage service and refund of overpayment for 3rd quarter audit.

Payments to ManCo are not included in the City's Bills and Claims report as they are currently

reported through a separate Stadium Authority Bills and Claims report. Stadium Authority related payments in the City's Bills and Claims report include general administrative, materials, and supplies expenses of approximately \$396,877. The majority of this amount are expenses to the Santa Clara County Sheriff's Department, Sunnyvale Department of Public Safety, California Highway Patrol, and San Francisco City and County for special law enforcement services for October 2021 through January 2022 and for purchase of body cameras to be used solely during Levi's Stadium events. These expenses are reimbursed to the City by the Stadium Authority.

Certain information such as names of law firms and recipients of workers' compensation have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the City have been redacted from the public report to maintain confidentiality of billing records for legal services. In addition, individually identifiable information about recipients of workers' compensation has been redacted from the report based on California Labor Code section 138.7.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The expenditures of \$59,840,796 were appropriated to various funds with the adoption of the Fiscal Year 2021/22, as amended.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Approve the list of Bills and Claims for January 1, 2022 - January 28, 2022.

Reviewed by: David Noce, Audit Manager

Approved by: City Manager's Office

ATTACHMENTS

1. Bills and Claims Approved for Payment Report



City of Santa Clara
List of All Bills and Claims Approved for Payment
From 01/01/2022 to 01/28/2022

Run Date 2/2/2022
Run Time 11:00:38 AM

Sorted by Payment Amount

Payment No: W22263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT GEO1 FIXED JAN22	Electric Utility	1,217,909.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT GEO1 VAR JAN22	Electric Utility	-1,772,379.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT GEO1 DEBT JAN22	Electric Utility	183,239.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CT FIXED JAN22	Electric Utility	213,607.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CT VAR JAN22	Electric Utility	-39,493.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT LEC FUEL JAN22	Electric Utility	1,649,705.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT LEC VARIABLE JAN22	Electric Utility	-2,783,458.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT LEC FIXED JAN22	Electric Utility	433,527.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT HYDRO FIXED JAN22	Electric Utility	556,059.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT HYDRO VAR JAN22	Electric Utility	-504,510.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT HYDRO DEBT JAN22	Electric Utility	1,072,514.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT LEC DEBT JAN22	Electric Utility	632,943.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT POWER MGMT/JPA ASSESS JAN22	Electric Utility	324,467.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WTLEGISLATIVE/REGULATORY JAN22	Electric Utility	53,992.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT PASTHRU-MEMBRSH DUES JAN22	Electric Utility	6,556.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT PASSTHRU-MEMBERSHIP JAN22	Electric Utility	736.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT REC CREDIT SALES	Electric Utility	-108,150.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT REC ENERGY SALES	Electric Utility	-8,425.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO MKT EST JAN22	Electric Utility	16,370,078.00
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO GMC NOV21,OCT21,OTHER	Electric Utility	218,382.78
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO MKT	Electric Utility	-4,275,844.08

				NOV21,OCT21,OTHER		
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO XMN NOV21,OCT21,OTHER	Electric Utility	4,566,649.21
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO CRR NOV21,OCT21,OTHER	Electric Utility	-98,525.01
01/25/2022	NORTHERN CALIF POWER AGENCY	00508191	006002-0122025	WT CISO A/S NOV21,OCT21,OTHER	Electric Utility	-410,662.90
				Total for Payment No.:		17,498,917.00

Payment No: 021979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TRI-DAM PROJECT	00507597	2021-12 SVP	ENERGY PURCH (HYDRO) DEC21	Electric Utility	2,235,338.45
				Total for Payment No.:		2,235,338.45

Payment No: W22257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	MSR ENERGY AUTHORITY	00507779	EA2154	WT:NAT GAS PURCH DVR DEC21	Electric Utility	6,399.87
01/24/2022	MSR ENERGY AUTHORITY	00507779	EA2154	WT:NAT GAS PURCH COGEN DEC21	Electric Utility	2,126,400.41
01/24/2022	MSR ENERGY AUTHORITY	00507779	EA2154	WT:NAT GAS PURCH GIA DEC21	Electric Utility	23,133.47
				Total for Payment No.:		2,155,933.75

Payment No: 003050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ELECTRONIC FEDERAL TAX	00507986	12/26/21-01/08/22	DD: FED TAXES W/H B	Payroll Liability&ClearingAcct	346,788.01
01/14/2022	ELECTRONIC FEDERAL TAX	00507986	12/26/21-01/08/22	DD: FED TAXES W/H B	Payroll Liability&ClearingAcct	955,684.71
01/14/2022	ELECTRONIC FEDERAL TAX	00507986	12/26/21-01/08/22	DD: FED TAXES W/H B	Payroll Liability&ClearingAcct	346,788.01
				Total for Payment No.:		1,649,260.73

Payment No: 003055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ELECTRONIC FEDERAL TAX	00508631	01/09/22-01/22/22	DD: FED TAXES W/H B2202	Payroll Liability&ClearingAcct	872,707.82
01/28/2022	ELECTRONIC FEDERAL TAX	00508631	01/09/22-01/22/22	DD: FED TAXES W/H B2202	Payroll Liability&ClearingAcct	331,348.45
01/28/2022	ELECTRONIC FEDERAL TAX	00508631	01/09/22-01/22/22	DD: FED TAXES W/H B2202	Payroll Liability&ClearingAcct	331,348.45
Total for Payment No.:						1,535,404.72

Payment No: W22237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT CRR DEC21	Electric Utility	-194,495.00
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT MKT SEP21	Electric Utility	-10.00
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT CRR MAR21	Electric Utility	-11,573.39
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT A/S SEP21	Electric Utility	-16.56
01/04/2022	CALIF ISO	00507148	2021122831-52491296	WT ISO SETTLEMENT GMC DEC21	Electric Utility	2,668.36
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT A/S DEC21	Electric Utility	358.69
01/04/2022	CALIF ISO	00507148	2021122831-52491296	ISO SETTLEMENT MKT DEC21	Electric Utility	1,632,497.65
Total for Payment No.:						1,429,429.75

Payment No: W22254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	MSR PUBLIC POWER AGENCY	00508003	010822	WT:BIG HORN ENERGY DEC21	Electric Utility	1,416,722.58
Total for Payment No.:						1,416,722.58

Payment No: 003059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CAL PERS - PO BOX 1982	00508800	12/26/21-01/08/22	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	474,527.82
01/28/2022	CAL PERS - PO BOX 1982	00508800	12/26/21-01/08/22	EMPLOYER/EMPLOYEE DED	Payroll Liability&ClearingAcct	805,995.91

Total for Payment No.: 1,280,523.73

Payment No: 702019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	NEWTRON LLC	00507634	115503	CHANGE ORDER 3	Electric Utility Construction	17,698.45
01/14/2022	NEWTRON LLC	00507634	115503	CHANGE ORDER 3A	Electric Utility Construction	177,823.37
01/14/2022	NEWTRON LLC	00507634	115503	CHANGE ORDER 4	Electric Utility Construction	139,360.36
01/14/2022	NEWTRON LLC	00507634	115503	RETENTION	Electric Utility Construction	-16,744.11
01/14/2022	NEWTRON LLC	00507662	115443REV	LABOR FOR PUBLIC WORKS CONTRAC	Electric Utility Construction	38,300.46
01/14/2022	NEWTRON LLC	00507662	115443REV	LABOR FOR PUBLIC WORKS CONTRAC	Electric Utility Construction	136,246.42
01/14/2022	NEWTRON LLC	00507662	115443REV	CHANGE ORDER 3	Electric Utility Construction	239,034.64
01/14/2022	NEWTRON LLC	00507662	115443REV	RETENTION	Electric Utility Construction	-20,679.08
01/14/2022	NEWTRON LLC	00507740	115570	CHANGE ORDER 4	Electric Utility Construction	504,063.46
01/14/2022	NEWTRON LLC	00507740	115570	RETENTION	Electric Utility Construction	-25,203.17
Total for Payment No.:						1,189,900.80

Payment No: W22265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/27/2022	US BANK	00508506	1904728	PRINCIPAL & INTEREST 2013 COPS	Public Facilities Financing Co	1,173,631.12
Total for Payment No.:						1,173,631.12

Payment No: 003045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/06/2022	CAL PERS - HEALTH	00506556	JAN-22	HEALTH INSURANCE PREMIUMS	OPEB Plan Trust Fund	96,760.48

01/06/2022	CAL PERS - HEALTH	00506556	JAN-22	HEALTH INSURANCE PREMIUMS	Payroll Liability&ClearingAcct	984,891.96
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Total for Payment No.:						1,081,652.44
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Payment No: W22245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/14/2022	MISSION TRAIL WASTE SYSTEMS	00507781	1839DEC2021	CLEAN & GREEN COLLECTN DEC 2021	Solid Waste Program	198,612.59
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01/14/2022	MISSION TRAIL WASTE SYSTEMS	00507781	1839DEC2021	WT:GARBAGE COLLECTION DEC 2021	Solid Waste Program	866,925.68
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Total for Payment No.:						1,065,538.27
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Payment No: 003047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/05/2022	CAL PERS - PO BOX 1982	00507631	12/12/21-12/25/21	EMPLOYER/EMPLOYEE DED B2126	Payroll Liability&ClearingAcct	372,856.74
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01/05/2022	CAL PERS - PO BOX 1982	00507631	12/12/21-12/25/21	EMPLOYER/EMPLOYEE DED B2126	Payroll Liability&ClearingAcct	629,038.50
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Total for Payment No.:						1,001,895.24
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Payment No: 021937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/14/2022	CARL WARREN & COMPANY	00507907	37153JAN2022A	REPLENISH SPECIAL LIABILITY IN	Special Liability Insurance	995,000.00
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Total for Payment No.:						995,000.00
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Payment No: 022025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	MSR PUBLIC POWER AGENCY	00508082	010222	PUR PWER SAN JUAN JAN22 ACT	Electric Utility	24,850.00
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01/21/2022	MSR PUBLIC POWER AGENCY	00508082	010222	PUR PWER SAN JUAN JAN22 ACT	Electric Utility	96,250.00
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01/21/2022	MSR PUBLIC POWER AGENCY	00508082	010222	PUR PWER SAN JUAN JAN22 ACT	Electric Utility	810,857.25
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01/21/2022	MSR PUBLIC POWER AGENCY	00508082	010222	RENEWABLE ADMIN COSTS JAN22	Electric Utility	38,020.90
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Total for Payment No.: 969,978.15

Payment No: 021978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TRI-DAM POWER AUTHORITY	00507596	2021-12S SVP	ENERGY PURCH (HYDRO) DEC21	Electric Utility	893,735.75
Total for Payment No.:						893,735.75

Payment No: W22246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/18/2022	CALIF ISO	00507931	2022011131-52692171	WT: ISO SETTLEMENT GMC DEC21	Electric Utility	3,611.82
01/18/2022	CALIF ISO	00507931	2022011131-52692171	ISO SETTLEMENT A/S DEC21	Electric Utility	37.59
01/18/2022	CALIF ISO	00507931	2022011131-52692171	ISO SETTLEMENT MKT DEC21	Electric Utility	872,153.83
01/18/2022	CALIF ISO	00507931	2022011131-52692171	ISO SETTLEMENT CRR DEC21	Electric Utility	-13,167.97
01/18/2022	CALIF ISO	00507931	2022011131-52692171	ISO SETTLEMENT A/S SEP21	Electric Utility	-64,334.20
Total for Payment No.:						798,301.07

Payment No: W22240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/10/2022	CALIF ISO	00507484	2022010431-52567109	WT:ISO SETTLEMENT GMC DEC21	Electric Utility	2,648.64
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT A/S DEC21	Electric Utility	-319.15
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT MKT DEC21	Electric Utility	916,118.02
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT CRR DEC21	Electric Utility	-144,784.31
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT A/S SEP21	Electric Utility	-8.91
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT MKT SEP21	Electric Utility	-3.99
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT A/S JAN21	Electric Utility	0.65
01/10/2022	CALIF ISO	00507484	2022010431-52567109	ISO SETTLEMENT CRR JAN21	Electric Utility	-164.55
Total for Payment No.:						773,486.40

Payment No: 701875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MTH ENGINEERS INC	00507193	12402	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	16,320.00
01/07/2022	MTH ENGINEERS INC	00507196	12403	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	15,400.00
01/07/2022	MTH ENGINEERS INC	00507198	12404	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	19,660.00
01/07/2022	MTH ENGINEERS INC	00507202	12405	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	15,550.00
01/07/2022	MTH ENGINEERS INC	00507203	12406	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	16,720.00
01/07/2022	MTH ENGINEERS INC	00507205	12407	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	13,840.00
01/07/2022	MTH ENGINEERS INC	00507209	12408	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	19,810.00
01/07/2022	MTH ENGINEERS INC	00507210	12409	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	10,325.00
01/07/2022	MTH ENGINEERS INC	00507211	12431	ENGINEERING AND DESIGN OF CONT	Electric Utility Construction	1,005.00
01/07/2022	MTH ENGINEERS INC	00507211	12431	CONTSTRUCTION SUPPORT SERVICES	Electric Utility Construction	12,255.00
01/07/2022	MTH ENGINEERS INC	00507212	12432	CONTSTRUCTION SUPPORT SERVICES	Electric Utility Construction	18,170.00
01/07/2022	MTH ENGINEERS INC	00507213	12433	CONTSTRUCTION SUPPORT SERVICES	Electric Utility Construction	9,233.00
01/07/2022	MTH ENGINEERS INC	00507333	12446	ADDITIONAL CONSTRUCTION MANAGE	Electric Utility Construction	4,331.25
01/07/2022	MTH ENGINEERS INC	00507333	12446	CONSTRUCTION MANAGEMENT SERVIC	Electric Utility Construction	23,653.75
01/07/2022	MTH ENGINEERS INC	00507334	12417	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	30,819.00
01/07/2022	MTH ENGINEERS INC	00507337	12416	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	21,678.00
01/07/2022	MTH ENGINEERS INC	00507344	12410	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	14,840.00
01/07/2022	MTH ENGINEERS INC	00507345	12412	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	30,711.00
01/07/2022	MTH ENGINEERS INC	00507346	12413	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	17,041.00

01/07/2022	MTH ENGINEERS INC	00507348	12414	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	17,420.00
01/07/2022	MTH ENGINEERS INC	00507349	12415	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	24,379.00
01/07/2022	MTH ENGINEERS INC	00507372	12411	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	18,380.00
01/07/2022	MTH ENGINEERS INC	00507446	12434	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	13,575.00
01/07/2022	MTH ENGINEERS INC	00507449	12436	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	24,914.00
01/07/2022	MTH ENGINEERS INC	00507451	12437	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	26,803.00
01/07/2022	MTH ENGINEERS INC	00507453	12438	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	38,777.50
01/07/2022	MTH ENGINEERS INC	00507455	12439	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	24,665.00
01/07/2022	MTH ENGINEERS INC	00507457	12440	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	28,620.00
01/07/2022	MTH ENGINEERS INC	00507458	12435	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	26,670.00
01/07/2022	MTH ENGINEERS INC	00507459	12441	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	12,080.00
01/07/2022	MTH ENGINEERS INC	00507460	12442	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	17,960.00
01/07/2022	MTH ENGINEERS INC	00507461	12447	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	26,420.00
01/07/2022	MTH ENGINEERS INC	00507463	12443	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	18,675.00
01/07/2022	MTH ENGINEERS INC	00507466	12448	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	23,160.00
01/07/2022	MTH ENGINEERS INC	00507467	12444	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	13,800.00
01/07/2022	MTH ENGINEERS INC	00507468	12449	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	19,350.00
01/07/2022	MTH ENGINEERS INC	00507469	12445	MARTIN AVE JUNCTION SUBSTATION	Electric Utility Construction	12,930.00
01/07/2022	MTH ENGINEERS INC	00507470	12450	DESIGN AND ENGINEERING REVIEW	Electric Utility Construction	18,130.00
				Total for Payment No.:		718,070.50

Payment No: 021947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FRIANT POWER AUTHORITY	00507489	816	ENERGY PURCH (HYDRO1) DEC21	Electric Utility	272,210.15
01/14/2022	FRIANT POWER AUTHORITY	00507489	816	ENERGY PURCH (HYDRO2) DEC21	Electric Utility	443,060.74
Total for Payment No.:						715,270.89

Payment No: W22255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SFPUC WATER DEPT	00508147	2395JAN2022	WT 2021 DEC SFPUC WTR PURCHSES	Water Utility	623,672.30
Total for Payment No.:						623,672.30

Payment No: 702003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GREENWASTE RECOVERY, INC	00507114	029083-R	MIXED WASTE- NOV 2021	Solid Waste Program	548,414.19
Total for Payment No.:						548,414.19

Payment No: W22267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/27/2022	CAPITAL ONE PUBLIC FUNDING C/O DEUTSCHE	00508507	0008144333	2010 LEASE PMT PRINCIPAL & INT	Public Facilities Financing Co	542,727.25
Total for Payment No.:						542,727.25

Payment No: W22260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT MKT JAN22	Electric Utility	396,273.86
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT CRR JAN22	Electric Utility	-86,947.39
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT GMC DEC21	Electric Utility	4,306.77
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT GMC JAN22	Electric Utility	2,792.39
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT A/S JAN22	Electric Utility	-1,191.36

01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT A/S DEC21	Electric Utility	1,111.64
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT MKT DEC21	Electric Utility	175,242.21
01/24/2022	CALIF ISO	00508253	2022011831-52785350	WT ISO SETTLEMENT CRR DEC21	Electric Utility	-2,115.62
				Total for Payment No.:		489,472.50

Payment No: W22266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/27/2022	JPMORGAN CHASE BANK NA	00508505	15682JAN2022	WT:PRINCIPAL	Sewer Utility-Debt Services	382,908.25
01/27/2022	JPMORGAN CHASE BANK NA	00508505	15682JAN2022	WT:INTEREST	Sewer Utility-Debt Services	85,816.38
				Total for Payment No.:		468,724.63

Payment No: W22261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	SANTA CLARA VALLEY WATER DIST	00508144	TI002543	WT2021DEC RINCONADA TRETED WTR	Water Utility	438,588.36
				Total for Payment No.:		438,588.36

Payment No: 003049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CA EMPLOYMENT DEVELOPMENT DEPT	00507984	12/26/21-01/08/22	DD: SIT & SDI W/H B	Payroll Liability&ClearingAcct	395,707.50
01/14/2022	CA EMPLOYMENT DEVELOPMENT DEPT	00507984	12/26/21-01/08/22	DD: SIT & SDI W/H B	Payroll Liability&ClearingAcct	42,587.24
				Total for Payment No.:		438,294.74

Payment No: 003054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CA EMPLOYMENT DEVELOPMENT DEPT	00508620	01/09/22-01/22/22	DD: SIT & SDI W/H B2202	Payroll Liability&ClearingAcct	362,120.21
01/28/2022	CA EMPLOYMENT DEVELOPMENT	00508620	01/09/22-01/22/22	DD: SIT & SDI W/H B2202	Payroll	41,854.40

DEPT

Liability&ClearingAcct

Total for Payment No.:

403,974.61

Payment No: W22241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00507924	12/26/21-01/08/22	WT: B2201 DEFERRED COMP	Fringe Benefits	395,552.27
Total for Payment No.:						395,552.27

Payment No: W22270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NATIONWIDE RETIREMENT SOLUTIONS, INC.	00508660	01/09/22-01/22/22	WT: B2202 DEFERRED COMP	Fringe Benefits	395,221.12
Total for Payment No.:						395,221.12

Payment No: 701793

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ALTEC INDUSTRIES INC	00506542	50884729	SERVICE CHGS V3277 WO 131349	Fleet Operation Fund	3,205.28
01/07/2022	ALTEC INDUSTRIES INC	00506542	50884729	PARTS/SUPPLIES V3277 WO 131349	Fleet Operation Fund	1,390.33
01/07/2022	ALTEC INDUSTRIES INC	00506542	50884729	LABOR V3277 WO 131349	Fleet Operation Fund	4,502.98
01/07/2022	ALTEC INDUSTRIES INC	00506840	11806376	PARTS-V#3229	Fleet Operation Fund	90.82
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	DH50 50' FULLY HYDRAULIC DERRI	Electric Utility	38,193.75
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	DH50 50' FULLY HYDRAULIC DERRI	Vehicle Replacement Fund	203,279.15
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	SOURCEWELL UNIT OPTION - DH50-	Vehicle Replacement Fund	26,420.25
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	SOURCEWELL GENERAL OPTIONS PER	Vehicle Replacement Fund	33,995.71
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	OPEN MARKET ITEMS PER QUOTE #	Vehicle Replacement Fund	57,461.95
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	ADMIN & DOC FEES	Vehicle Replacement Fund	109.13

01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	DELIVERY CHARGE	Vehicle Replacement Fund	320.00
01/07/2022	ALTEC INDUSTRIES INC	00507266	7415535	FEDERAL EXCISE TAX (HEAVY VEH)	Vehicle Replacement Fund	13,504.12
				Total for Payment No.:		382,473.47

Payment No: 022052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	TANC A&G JAN22	Electric Utility	142,981.00
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	COTP O&M JAN22	Electric Utility	123,429.00
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	TANC CRR PROGRAM COSTS JUN21	Electric Utility	7,933.54
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	SOT FAC CHARGE NOV21	Electric Utility	4,057.83
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	SOT ADMIN COSTS OCT21	Electric Utility	2,442.81
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	DEBT SERVICE (TANC) JAN22	Electric Utility	80,391.00
01/21/2022	TRANSMISSION AGENCY OF NORTHERN CA	00508079	DECEMBER 2021	DEBT SERVICE (SOT) DEC21	Electric Utility	3,467.00
				Total for Payment No.:		364,702.18

Payment No: W22243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	WASHINGTON TRUST BANK	00507925	12/26/21-01/08/22	WT:VEBA CONTRIB B2201	Fringe Benefits	329,588.67
				Total for Payment No.:		329,588.67

Payment No: 021968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PARS/GASB 45	00507616	14589JAN2022	MONTHLY CONTRIBUTION JAN2022	OPEB Plan Trust Fund	312,417.00
				Total for Payment No.:		312,417.00

Payment No: 003058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CA DEPT OF TAX & FEE ADMIN	00508799	OCT-DEC2021	DD:ELEC ENERGY SURCHARGE	Electric Utility	311,938.00
				Total for Payment No.:		311,938.00

Payment No: W22239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SEDGWICK CLAIMS MGMT SVCS INC	00507602	SF-8029-2022-00997060	WORK COMP ESCROW ACCT JAN22	Workers Compensation	293,989.73
				Total for Payment No.:		293,989.73

Payment No: 021903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506581	6738869084-3 DEC2021	GAS TRANSPORT DVR NOV21	Electric Utility	282,776.06
				Total for Payment No.:		282,776.06

Payment No: 021839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AMERESCO	00506728	42819	ENERGY (VASCO LF GAS) NOV21	Electric Utility	266,888.77
01/07/2022	AMERESCO	00506728	42819	VASCO LF O&M CHARGE NOV21	Electric Utility	13,065.57
				Total for Payment No.:		279,954.34

Payment No: 701944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ANDERSON PACIFIC ENGINEERING	00507758	4	LAURELWOOD PUMP STATION REHABI	Storm Drain	290,000.00
01/14/2022	ANDERSON PACIFIC ENGINEERING	00507758	4	5% RETENTION	Storm Drain	-14,500.00
				Total for Payment No.:		275,500.00

Payment No: W22253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	RE ROSAMOND ONE LLC	00507581	00097	ENERGY PURCH (SOLAR) DEC21	Electric Utility	269,334.80
Total for Payment No.:						269,334.80

Payment No: 702236

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RECOLOGY SOUTH BAY	00507850	December-21	MNTHYL COLL RPT- DEC 21	Solid Waste Program	267,519.67
Total for Payment No.:						267,519.67

Payment No: W22254A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	MSR PUBLIC POWER AGENCY	00508004	010522	WT:BIG HORN SHAPING DEC21	Electric Utility	259,891.17
Total for Payment No.:						259,891.17

Payment No: W22262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/25/2022	MANZANA WIND LLC	00507777	140260	ENERGY PURCH (WIND) DEC21	Electric Utility	257,408.09
Total for Payment No.:						257,408.09

Payment No: 701970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ALTEC INDUSTRIES INC	00507633	327313	VENDOR TO PROVIDE LABOR, MATER	Electric Utility Construction	33,049.60
01/14/2022	ALTEC INDUSTRIES INC	00507633	327313	VENDOR TO PROVIDE LABOR, MATER	Electric Utility	196,425.00
01/14/2022	ALTEC INDUSTRIES INC	00507633	327313	CHANGE ORDER PER ATTACHED ALTE	Electric Utility	23,202.16
Total for Payment No.:						252,676.76

Payment No: W22251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	SHELL ENERGY NO AMERICA US LP	00507776	2745683	PURCHASE OF RA CAPACITY DEC21	Electric Utility	335,920.00
01/20/2022	SHELL ENERGY NO AMERICA US LP	00507776	2745683	WT: SALE OF RA CAPACITY DEC21	Electric Utility	-84,000.00
Total for Payment No.:						251,920.00

Payment No: 021922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	US BANK NATIONAL ASSOCIATION	00506832	EO&M000271221	CVP O&M FUNDING #4 FY2023	Electric Utility	248,868.00
Total for Payment No.:						248,868.00

Payment No: 003057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	SILICONE SOLUTIONS - Purchase	Fleet Operation Fund	445.03
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	AMAZON.COM RX2EC6C53 A - Purch	Fleet Operation Fund	142.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	A TOOL SHED (SANTA CLA - Purch	Fleet Operation Fund	44.41
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	ZEP PRODUCTS - Purchase	Fleet Operation Fund	154.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	NEWSTRIPE, INC - Purchase	Fleet Operation Fund	138.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	MIKE S TRUCK SILICON V - Purch	Fleet Operation Fund	1,360.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	THE HOME DEPOT 0630 - Purchas	Fleet Operation Fund	4.89
01/05/2022	BANK OF AMERICA PROCUREMENT	00508733	PC1221AUTO	SQ MEMA NORCAL - Purchase	Fleet Operation Fund	275.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	Expendable Trust Funds	20.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	GRAINGER - Purchase	Water Utility	1,356.70
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	GRAINGER - Purchase	Water Utility	203.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	GRAINGER - Purchase	Water Utility	135.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	Public Buildings	5.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	UNITED REFRIG BR 409 - Purcha	General Fund	1,476.56
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	3.20

01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	UNITED REFRIG BR 409 - Credit	General Fund	-55.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	UNITED REFRIG BR 409 - Purcha	General Fund	55.66
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RUSSELL SIGLER INC - Purchase	General Fund	191.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RUSSELL SIGLER INC - Purchase	General Fund	2.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RUSSELL SIGLER INC - Credit	General Fund	-191.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	99.24
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	12.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RSD - SAN JOSE 38 - Purchase	General Fund	493.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	49.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	27.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	21.50
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	HD SUPPLY HIS 719 - Purchase	General Fund	5.50
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	NYRP - Purchase	General Fund	527.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	161.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	40.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	SUPPLYHOUSE.COM - Purchase	General Fund	341.05
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	GENUINE REPLACEMENT PA - Purch	General Fund	53.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	ANCHOR ELECTRONICS - Purchase	General Fund	17.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	ANCHOR ELECTRONICS - Purchase	General Fund	3.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RUSSELL SIGLER INC - Purchase	General Fund	702.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RUSSELL SIGLER INC - Purchase	General Fund	320.75
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	AMZN MKTP US KG3253463 - Purch	General Fund	66.56
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	SP MODERN LOCKSMITH - Purcha	General Fund	2,145.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	ELECTRICBARGAINSTORES. - Purch	General Fund	222.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	87.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	19.86
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	SANTA CLARA LIGHTING - Purchas	General Fund	40.32
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	SANTA CLARA LIGHTING - Purchas	General Fund	8.68
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	105.67

01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	CONLEFF PLUMBING SUPPL - Purch	General Fund	363.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	CONLEFF PLUMBING SUPPL - Purch	General Fund	17.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	KSC DIRECT - Purchase	General Fund	92.42
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0640 - Purchas	General Fund	83.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	METAL-WERX LLC - Purchase	General Fund	233.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	35.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	32.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	3.03
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	1.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	WALMART.COM AA - Purchase	General Fund	427.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	24.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	2.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	2.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	99.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	RSD - SAN JOSE 38 - Purchase	General Fund	253.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	79.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	AMZN MKTP US 7I6QF86Q3 - Purch	General Fund	98.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	ANCHOR ELECTRONICS - Purchase	General Fund	71.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	65.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Fund	106.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	90 STANDARD PLUMBING - Purchas	General Government - Other	56.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	LOCK DEPOT INC - Purchase	Electric Utility	179.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Government - Other	43.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Government - Other	41.26
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Government - Other	53.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	General Government - Other	13.68

01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	SANTA CLARA LIGHTING - Purchas	Fleet Operation Fund	253.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508734	PC1221BLDG	THE HOME DEPOT 0630 - Purchas	Fleet Operation Fund	23.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	ZOOM.US 888-799-9666 - Purchas	Building New Dvlpmnt Svc Fee	14.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	FREMONT RUBBER STAMP - Purchas	Building New Dvlpmnt Svc Fee	60.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	THE SOURCING GROUP LLC - Purch	Building New Dvlpmnt Svc Fee	70.93
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	ZOOM.US 888-799-9666 - Purchas	Building New Dvlpmnt Svc Fee	14.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	THE SOURCING GROUP LLC - Purch	Building New Dvlpmnt Svc Fee	496.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	ZOOM.US 888-799-9666 - Credit	Building New Dvlpmnt Svc Fee	-14.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	RS HUGHES CO INC - Purchase	Building New Dvlpmnt Svc Fee	164.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	RS HUGHES CO INC - Purchase	Building New Dvlpmnt Svc Fee	143.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	READYREFRESH BY NESTLE - Purch	Building New Dvlpmnt Svc Fee	78.84
01/05/2022	BANK OF AMERICA PROCUREMENT	00508735	PC1221PLN2	WAVE - ACCESS TOOLKIT - Purch	Building Fee Admin Retainage	595.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508736	PC1221ATTY	SJ MERCURY NEWS CIRC - Purchas	General Fund	12.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508736	PC1221ATTY	FEDEX 96833030 - Purchase	General Fund	9.74
01/05/2022	BANK OF AMERICA PROCUREMENT	00508737	PC1221CNCL	DD DOORDASH WORLDWRAP - Purcha	General Fund	237.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508737	PC1221CNCL	USMAYORS - Purchase	General Fund	1,500.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508737	PC1221CNCL	DD DOORDASH BOUDINBAK - Purcha	General Fund	241.92
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	4IMPRINT - Purchase	General Fund	2,164.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	PACER800-676-6856IR - Purchase	General Fund	36.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	INREACH ONLINE CLE - Purchase	General Fund	326.25
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	SJ MERCURY NEWS CIRC - Purchas	General Fund	14.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	MOTION ARRAY MONTHLY - Purchas	General Fund	29.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508738	PC1221MNGR	FACEBK QM7HX7BJ42 - Purchase	General Fund	21.95

01/05/2022	BANK OF AMERICA PROCUREMENT	00508739	PC1221COMM	NEWEGG INC. - Purchase	General Fund	11.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508739	PC1221COMM	NEWEGG MARKETPLACE - Purchase	General Fund	371.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508739	PC1221COMM	APCO INTERNATIONAL INC - Purch	General Fund	125.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508739	PC1221COMM	NEWEGG MARKETPLACE - Purchase	General Fund	25.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508740	PC1221ELECT	IN GOLDEN STATE REPRO - Purch	Electric Utility	81.84
01/05/2022	BANK OF AMERICA PROCUREMENT	00508740	PC1221ELECT	AMZN MKTP US Z49YQ6BS3 - Purch	Electric Utility	87.37
01/05/2022	BANK OF AMERICA PROCUREMENT	00508740	PC1221ELECT	AMZN MKTP US N08Y85YP3 - Purch	Electric Utility	15.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508740	PC1221ELECT	APPLE.COM BILL - Purchase	Electric Utility	0.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMAZON.COM CS2G485Z3 A - Purch	Electric Utility	200.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US XD3629QL3 - Purch	Electric Utility	41.43
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	NETEON TECHNOLOGIES IN - Purch	Electric Utility	1,283.21
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SERVAPURE.COM WATER - Purchase	Electric Utility	175.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US FO5PQ3MZ3 - Purch	Electric Utility	196.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	667.47
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	IN AERODERIVATIVE GAS - Purch	Electric Utility	829.10
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	BENTLY NEVADA LLC - Purchase	Electric Utility	1,264.71
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	NATIONAL SUPPLY NETWORK - Purch	Electric Utility	3,081.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SENSIT TECHNOLOGIES LL - Purch	Electric Utility	1,212.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US A11UG74Q3 - Purch	Electric Utility	313.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HYDRAULIC CONTROLS INC - Purch	Electric Utility	641.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	IN AMERICAN TEXTILE - Purch	Electric Utility	823.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	FLOW AMERICA, LLC - Purchase	Electric Utility	281.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	VALIN CORPORATION - Purchase	Electric Utility	195.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	FEDEX OFFIC34200003426 - Purch	Electric Utility	8.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HACH COMPANY - Purchase	Electric Utility	1,561.58
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMaster-CARR - Purchase	Electric Utility	2,288.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AIRGAS USA, LLC - Purchase	Electric Utility	236.35

01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ZORO TOOLS INC - Purchase	Electric Utility	142.55
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	PAYPAL OMNIFAB INC - Purchase	Electric Utility	231.75
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SAFETYSIGN.COM - Purchase	Electric Utility	175.93
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0630 - Purchas	Electric Utility	76.35
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SANTA CLARA WINDUSTRIA - Purch	Electric Utility	22.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AIRGAS USA, LLC - Purchase	Electric Utility	549.83
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SANTA CLARA WINDUSTRIA - Purch	Electric Utility	324.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	COMO INDUSTRIAL EQUIP - Purcha	Electric Utility	118.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0630 - Purchas	Electric Utility	11.35
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US YX6CY9FJ3 - Purch	Electric Utility	88.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	830.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	KTOOL - Purchase	Electric Utility	129.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	122.21
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0630 - Purchas	Electric Utility	34.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	BELL ELECTRICAL SUPPLY - Purch	Electric Utility	163.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HARRINGTON IND PLASTIC - Purch	Electric Utility	17.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HARRINGTON IND PLASTIC - Purch	Electric Utility	453.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0640 - Purchas	Electric Utility	88.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ZORO TOOLS INC - Purchase	Electric Utility	614.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	229.55
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0630 - Purchas	Electric Utility	103.10
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	191.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	49.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMAZON.COM BC2GD3PY3 A - Purch	Electric Utility	38.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMAZON.COM NT4MX9WU3 A - Purch	Electric Utility	847.75
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US 408CO8B03 - Purch	Electric Utility	285.29
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SP HEADSETS.COM - Purchase	Electric Utility	402.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US Q87OW1UL3 - Purch	Electric Utility	82.18

01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US NI8BZ7YK3 - Purch	Electric Utility	68.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	BATTERYGUY - Purchase	Electric Utility	45.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US K08CF7913 - Purch	Electric Utility	34.29
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	123.55
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	POWER EQUIP DIRECT - Purchase	Electric Utility	534.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN MKTP US 4G9QE7WJ3 - Purch	Electric Utility	20.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	POWER EQUIP DIRECT - Purchase	Electric Utility	12.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	BUCKLES- SMITH ELECTRI - Purch	Electric Utility	2,837.25
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	IN INSTAMATION SYSTEM - Purch	Electric Utility	1,582.01
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MOTION INDUSTRIES CA24 - Purch	Electric Utility	401.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	748.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GIH GLOBALINDUSTRIALEQ - Purch	Electric Utility	3,284.65
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	CALIFORNIA COMPRESSION - Purch	Electric Utility	1,417.60
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	996.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	144.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	256.69
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MITCHELL INSTRUMENT CO - Purch	Electric Utility	564.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	FERGUSON ENT 795 - Purchase	Electric Utility	71.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	U.S. PLASTIC CORPORATI - Purch	Electric Utility	84.89
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	COMPLIANCESIGNS.COM - Purchase	Electric Utility	76.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 0630 - Purchas	Electric Utility	552.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	COMPLIANCESIGNS.COM - Purchase	Electric Utility	105.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	760.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	439.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	COMPLIANCESIGNS.COM - Purchase	Electric Utility	109.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	22.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ZORO TOOLS INC - Purchase	Electric Utility	17.79

01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ZORO TOOLS INC - Purchase	Electric Utility	66.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	639.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	SWAGelok NORTHERN CALI - Purch	Electric Utility	238.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	415.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ZORO TOOLS INC - Purchase	Electric Utility	315.68
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	144.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	ADI-SC - Purchase	Electric Utility	113.47
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMAZON.COM P20XW1793 A - Purch	Electric Utility	300.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HOMEDEPOT.COM - Purchase	Electric Utility	120.04
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	MCMASTER-CARR - Purchase	Electric Utility	35.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMZN Mktp US YE0DR4063 - Purch	Electric Utility	278.86
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	AMAZON.COM R85O26NO3 A - Purch	Electric Utility	105.30
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE HOME DEPOT 6603 - Purchas	Electric Utility	273.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HOMEDEPOT.COM - Purchase	Electric Utility	140.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	FEDEX OFFIC34200003426 - Purch	Electric Utility	0.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	FEDEX OFFIC34200003426 - Purch	Electric Utility	10.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	TRANSCANADA TURBINES - Purchas	Electric Utility	464.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	INTERNATIONAL TRANSACTION - Pu	Electric Utility	3.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HACH COMPANY - Purchase	Electric Utility	479.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	512.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	TC LIFE SAFETY - Purchase	Electric Utility	141.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	GRAINGER - Purchase	Electric Utility	259.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	THE SPENCER TURBINE CO - Purch	Electric Utility	330.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	RADWELL INTERNATIONAL - Purcha	Electric Utility	18.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	TWIN CITY FAN COMPANIE - Purch	Electric Utility	1,674.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	RADWELL INTERNATIONAL - Purcha	Electric Utility	244.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	HACH COMPANY - Purchase	Electric Utility	939.16

01/05/2022	BANK OF AMERICA PROCUREMENT	00508741	PC1221ELEC	EVOQUA WATER TECHNOLOG - Purch	Electric Utility	125.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	DOBLE ENGINEERING CO - Purchas	Electric Utility	1,341.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	J HARLEN CO INC - Purchase	Electric Utility	2,053.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMAZON.COM 2G7SY1BH3 A - Purch	Electric Utility	44.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	MALLORY SAFETY AND SUP - Purch	Electric Utility	767.10
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	CA TOXIC MAIN US EPA F - Purch	Electric Utility	455.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	WAL-MART 3123 - Purchase	Electric Utility	38.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	Turf and Industrial Eq - Purch	Electric Utility	280.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	BUCKLES- SMITH ELECTRI - Purch	Electric Utility	202.05
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	THE HOME DEPOT 0630 - Purchas	Electric Utility	7.37
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	SAFEWAY 0763 - Purchase	Electric Utility	16.66
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	COMCAST CALIFORNIA - Purchase	Electric Utility	66.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	BLUECOSMO - Purchase	Electric Utility	41.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	PHILIPS LIFELINE - Purchase	Electric Utility	48.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMAZON.COM EX59X49H3 A - Purch	Electric Utility	32.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	WWW COSTCO COM - Purchase	Electric Utility	399.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	STAPLES DIRECT - Purchase	Electric Utility	85.71
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN Mktp US AW9PB8T73 - Purch	Electric Utility	16.26
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN MKTP US MS0IT62T3 - Purch	Electric Utility	576.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	CALIFORNIA SERVICE TOO - Purch	Electric Utility	295.36
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	MAKITA USA- LK - Purchase	Electric Utility	51.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	CALIFORNIA SERVICE TOO - Purch	Electric Utility	100.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	THE HOME DEPOT 0630 - Purchas	Electric Utility	133.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN MKTP US S874E2GL3 - Purch	Electric Utility	96.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN Mktp US R646P2IT3 - Purch	Electric Utility	152.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN MKTP US 495EM6Y83 - Purch	Electric Utility	69.36
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	SANTA CLARA VALLEY WAT - Purch	Electric Utility	250.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	WWW COSTCO COM - Purchase	Electric Utility	495.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	STAPLES DIRECT - Purchase	Electric Utility	87.30

01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	AMZN MKTP US DW3FA3DO3 - Purch	Electric Utility	65.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	THE HOME DEPOT 0630 - Purchas	Electric Utility	248.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	HNS HughesNet.com - Purchase	Electric Utility	119.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	BUCKLES- SMITH ELECTRI - Purch	Electric Utility	2,117.03
01/05/2022	BANK OF AMERICA PROCUREMENT	00508742	PC1221EFLD	W A HAMMOND DRIERITE C - Purch	Electric Utility	943.47
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	AMZN Mktp US L100N5Z63 - Purch	Electric Utility Construction	1,304.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	THE HOME DEPOT 0630 - Purchas	Electric Utility Construction	216.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	THE HOME DEPOT 0630 - Purchas	Electric Utility	196.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	ADOBE ACROPRO SUBS - Purchase	Electric Utility	24.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	AMAZON.COM VB06G1SP3 A - Purch	Electric Utility	76.53
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	COSTCO PHOTO CENTER - Purchas	Electric Utility	49.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	FACEBK Q7LEJ7BE82 - Purchase	Electric Utility	41.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	Twitter Online Ads - Purchase	Electric Utility	18.84
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	Twitter Online Ads - Purchase	Electric Utility	28.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	Vimeo PRO - Purchase	Electric Utility	120.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	USPS PO 0569480201 - Purchase	Electric Utility	92.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	SAFARI MICRO - Purchase	Electric Utility	452.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	SAFARI MICRO - Purchase	Electric Utility	81.93
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	DMI DELL SALES SERV - Purch	Electric Utility	730.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	DMI DELL K-12 GOVT - Purchase	Electric Utility	1,062.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	AMZN MKTP US 2U4704BK3 - Purch	Electric Utility	32.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	AMZN Mktp US R148N1VS3 - Purch	Electric Utility	10.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	HNS HughesNet.com - Purchase	Electric Utility	96.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	ATT BILL PAYMENT - Purchase	Electric Utility	74.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	HNS HughesNet.com - Purchase	Electric Utility	632.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	DTV DIRECTV SERVICE - Purchase	Electric Utility	240.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	AMZN MKTP US 8C3RR7JZ3 - Purch	Electric Utility	14.18

01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	WEB NETWORKSOLUTIONS - Purchas	Electric Utility	15.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	CENTRAL COMPUTERS, INC - Purch	Electric Utility	139.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	VISTAPR VistaPrint.com - Purch	Elec OperatingGrant Trust Fund	99.50
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	Twitter Online Ads - Purchase	Elec OperatingGrant Trust Fund	75.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508743	PC1221EREC	Vimeo PRO - Purchase	Elec OperatingGrant Trust Fund	120.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	Water Utility	180.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	SANTA CLARA VALLEY WAT - Purch	Streets And Highways	1,189.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	General Fund	360.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	General Fund	180.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	General Fund	540.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	General Fund	360.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMERICAN PUBLIC WORKS - Purcha	General Fund	180.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	INST OF TRANSP ENG - Purchase	General Fund	325.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	INST OF TRANSP ENG - Purchase	General Fund	945.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMAZON.COM DN1VR14X3 A - Purch	General Fund	258.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	DESIGN BUILD INST 2 - Purchase	General Fund	99.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	ASCE PURCHASING - Purchase	General Fund	300.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508744	PC1221ENGN	AMAZON.COM T919Z9E83 A - Purch	General Fund	33.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	AMZN MKTP US MG3FD02V3 - Purch	Water Utility	45.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Water Utility	6.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Water Utility	6.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Water Utility	6.71
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	AMZN MKTP US VU2SQ2063 - Purch	General Fund	255.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SJ MERCURY NEWS CIRC - Purchas	General Fund	14.95

01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	GOVERNMENT FINANCE OFF - Purch	General Fund	760.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	THE SOURCING GROUP LLC - Purch	General Fund	17.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	THE SOURCING GROUP LLC - Purch	S.C.Stadium Authority Ops	53.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Electric Utility	6.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Electric Utility	6.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	SMART AND FINAL 448 - Purchase	Sewer Utility	6.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	PAYPAL HEALTHYSCHO - Purchase	Other City Dept Op Grant Fund	409.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508745	PC1221FINC	AMZN MKTP US JH5I15NH3 - Purch	Other City Dept Op Grant Fund	389.10
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US 360H30UF3 - Purch	Fire Department	357.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMAZON.COM KI8V693O3 A - Purch	Fire Department	313.68
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	KNOX COMPANY INC - Purchase	General Fund	4,355.25
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	CINTAS F44 - Purchase	General Fund	70.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	CINTAS F44 - Purchase	General Fund	135.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMAZON.COM 8814W7MD3 A - Purch	General Fund	65.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	READYREFRESH BY NESTLE - Purch	General Fund	33.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	USPS.COM CLICKNSHIP - Purchase	General Fund	8.70
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DD DOORDASH SMOKINGPI - Purcha	General Fund	129.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DTV DIRECTV SERVICE - Purchase	General Fund	81.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DD DOORDASH YEUNGSHIN - Purcha	General Fund	109.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DTV DIRECTV SERVICE - Purchase	General Fund	122.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	EB 2021 SCCEMA ANNUAL - Purcha	General Fund	54.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US FZ1UR75O3 - Purch	General Fund	55.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	California Emergency S - Purch	General Fund	195.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DTV DIRECTV SERVICE - Purchase	General Fund	122.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	SP MOS EQUIPMENT - Purchase	General Fund	25.58

01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	534.25
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Credit	General Fund	-610.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	610.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	SPARROWS - Purchase	General Fund	23.41
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	WPSG, INC. - Purchase	General Fund	29.53
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US RI9361C93 - Purch	General Fund	28.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	WALGREENS.COM PHOTO 1 - Purch	General Fund	2.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	129.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	152.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Credit	General Fund	-555.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	IN EAGLE SIGNS AND DE - Purch	General Fund	116.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN Mktp US 530F77IW3 - Purch	General Fund	22.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US R40W142T3 - Purch	General Fund	73.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	GRAINGER - Purchase	General Fund	77.13
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	WPSG, INC. - Purchase	General Fund	131.89
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	GRAINGER - Purchase	General Fund	77.13
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	129.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	21.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMAZON.COM SC30F9UU3 A - Purch	General Fund	424.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	OHD - Purchase	General Fund	927.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	INT'L CODE COUNCIL INC - Purch	General Fund	414.65
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	DROPBOX 26L2CTP5SHZS - Purchas	General Fund	19.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AED SUPERSTORE - Purchase	General Fund	529.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	USPS.COM CLICKNSHIP - Purchase	General Fund	8.70
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMERICAN HEART SHOPCPR - Purch	General Fund	67.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMERICAN HEART SHOPCPR - Purch	General Fund	1,211.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US Q59J78Q03 - Purch	General Fund	32.70

01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMERICAN HEART SHOPCPR - Purch	General Fund	1,331.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	KAZ USA INC 8004878432 - Purch	General Fund	59.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	KAZ USA INC 8004878432 - Purch	General Fund	108.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN Mktp US 1A4M11G23 - Purch	General Fund	98.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US JO85F3XI3 - Purch	General Fund	1,123.26
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US 6M1C13OC3 - Purch	General Fund	94.92
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	SQ NORTHERN CALIFORNI - Purch	General Fund	1,100.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	76.37
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	THE HOME DEPOT 0630 - Purchas	General Fund	54.30
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	SQ SOUTHERN CALIFORNI - Purch	General Fund	300.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	ENDEAVOR STORAGE CONTA - Purch	General Fund	87.30
01/05/2022	BANK OF AMERICA PROCUREMENT	00508746	PC1221FIRE	AMZN MKTP US 8M3C43GQ3 - Purch	General Fund	21.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	SEAOC - Purchase	Building New Dvlpmnt Svc Fee	150.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	SEAOC - Purchase	Building New Dvlpmnt Svc Fee	150.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	CALIFORNIA BUILDING OF - Purch	Building New Dvlpmnt Svc Fee	120.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	SEAOC - Purchase	Building New Dvlpmnt Svc Fee	150.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	CALIFORNIA BUILDING OF - Purch	Building New Dvlpmnt Svc Fee	105.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	CALIFORNIA BUILDING OF - Purch	Building New Dvlpmnt Svc Fee	135.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	ZOOM.US 888-799-9666 - Purchas	General Fund	14.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	NEOGOV - Purchase	Elec OperatingGrant Trust Fund	199.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	LINKEDIN-643 3694316 - Purchas	Elec OperatingGrant Trust Fund	140.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508747	PC1221HREC	YOURMEMBER-CAREERS - Purchase	Elec OperatingGrant Trust Fund	199.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-mounting screws for Cou	Public Education and Governmnt	9.59

01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Jennifer Ac	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Carl Ngo	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Dawn Gaona	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Melissa Lee	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Jennifer Gu	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Adam Marcus	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	CDW GOVT-UPS battery for Build	General Fund	721.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Ken Winland	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Nora Piment	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Amanda Lope	General Fund	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Allied Networks-Acrobat Pro fo	General Fund	25.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Allied Networks-Acrobat Pro fo	General Fund	25.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-laptop battery for Hous	General Fund	39.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-laptop battery for Libr	General Fund	39.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-laptop battery for Hous	General Fund	39.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Allied Networks-Acrobat Pro fo	General Fund	25.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-wireless mouse keyboa	S.C.Stadium Authority Ops	80.73
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	GODADDY.COM - Linux Hosting mo	Information Technology Service	10.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	GODADDY.COM - domain renewal-s	Information Technology Service	27.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-headset for Gill Norris	Information Technology Service	62.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	CLOUDFLARE - security software	Information Technology Service	200.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	LOGICAL OPERATIONS - training	Information Technology Service	117.42
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	AMAZON-Raid Controller for Net	Information Technology Service	360.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-hard drives for Network	Information Technology Service	397.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-network cables	Information Technology Service	272.72

01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	CABLESANDKITS - Network cables	Information Technology Service	560.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	B H PHOTO-surface pro chargers	General Government - Other	307.70
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Allied Networks-Acrobat Pro fo	General Government - Other	500.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	Amazon-laptop batteries for st	General Government - Other	78.32
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	ISACA - Membership renewal for	Information Technology Service	225.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	HOOTSUITE-monthly renewal	Information Technology Service	75.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508748	PC1221INFO	ZOOM-monthly renewal	Information Technology Service	814.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Purchase	General Fund	92.34
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 5125 - Purchase	General Fund	16.05
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Purchase	General Fund	62.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 5125 - Purchase	General Fund	27.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Credit	General Fund	-7.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Credit	General Fund	-85.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	DEMCO INC - Purchase	General Fund	274.60
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	DEMCO INC - Purchase	General Fund	1,958.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	DEMCO INC - Purchase	General Fund	1,958.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	Amazon Prime XH4241KM3 - Purch	General Fund	14.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	INNOVATIVE USERS GROUP - Purch	General Fund	110.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	LABELVALUE.COM - Purchase	General Fund	591.24
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 5125 - Credit	General Fund	-16.05
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	RKI INSTRUMENTS INC. - Purchas	General Fund	540.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Purchase	General Fund	67.53
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	INTERNATIONAL TRANSACTION - Pu	General Fund	10.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	IN GENESIS LIGHTING C - Purch	General Fund	1,060.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN Mktp US EC1369P53 - Purch	General Fund	43.64

01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	IN GENESIS LIGHTING C - Purch	General Fund	1,571.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	INTERNATIONAL TRANSACTION - Pu	General Fund	16.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	INTERNATIONAL TRANSACTION - Pu	General Fund	15.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	IN GENESIS LIGHTING C - Purch	General Fund	1,651.34
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM EY9DU8XE3 A - Purch	General Fund	15.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	Amazon Prime CG61R7RG3 - Purch	General Fund	14.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	COMCAST CALIFORNIA - Purchase	General Fund	34.92
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	POS SUPPLY SOLUTIONS - Purchas	General Fund	361.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	ADORAMA INC. - Purchase	General Fund	107.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	ADORAMA INC. - Purchase	General Fund	156.83
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	ADORAMA INC. - Purchase	General Fund	78.42
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	THE SOURCING GROUP LLC - Purch	General Fund	152.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	THE SOURCING GROUP LLC	General Fund	76.39
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	THE SOURCING GROUP LLC - Purch	General Fund	70.93
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM 4M6OZ5NX3 A - Purch	General Fund	24.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN Mktp US - Credit	General Fund	-24.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	THE SOURCING GROUP LLC - Purch	General Fund	76.39
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM 9I0BQ50G3 A - Purch	General Fund	39.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM 6G2QV6PO3 A - Purch	General Fund	288.36
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON	General Fund	35.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US V56WT9AU3 - Purch	General Fund	29.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US 9U5OI0XH3 - Purch	General Fund	60.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	STAPLES - Purchase	General Fund	109.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US 2U80N15T1 - Purch	General Fund	19.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM ED6Z34HP3 A - Purch	General Fund	20.48

01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	OFFICE DEPOT 1135 - Purchase	General Fund	95.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US U80VE3GA3 - Purch	General Fund	33.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US ST18Q38D3 - Purch	General Fund	7.30
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN Mktp US D49MG6WB3 - Purch	General Fund	8.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US X93WI2FY3 - Purch	General Fund	8.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US OT83L55C3 - Purch	General Fund	7.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	WHIZZIMO.COM - Purchase	Library Operating Grant Fund	39.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US 9J24X6JG3 - Purch	Library Operating Grant Fund	10.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMZN MKTP US KF50577D3 - Purch	Other City Dept Op Grant Fund	43.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	PRINTPAPA - Purchase	Library Operating Grant Fund	3,472.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM 8X7NF77K3 A - Purch	Library Operating Grant Fund	41.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	CANVA I03271-39444294 - Purch	Library Operating Grant Fund	119.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM KQ4NX3H83 A - Purch	Library Operating Grant Fund	10.86
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM 1Z5MO9OS3 A - Purch	Library Operating Grant Fund	124.01
01/05/2022	BANK OF AMERICA PROCUREMENT	00508749	PC1221LIBR	AMAZON.COM O47R284U3 A - Purch	Library Operating Grant Fund	513.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	GRAINGER - Purchase	Cemetery	1,372.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	GRAINGER - Purchase	Cemetery	396.83
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	GRAINGER - Purchase	Cemetery	94.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	Cemetery	124.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	Cemetery	8.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	Cemetery	20.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	L2G SANTA CLARA FARPJ8 - Purch	Cemetery	18.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	GRAINGER - Purchase	Cemetery	1,372.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	MATRIX SCIENCES - Purchase	General Fund	241.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	STARBUCKS STORE 00614 - Purcha	General Fund	17.95

01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 00907 - Purchase	General Fund	327.11
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 02211 - Purchase	General Fund	83.87
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 00907 - Purchase	General Fund	247.10
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 02211 - Purchase	General Fund	13.84
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	194.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	23.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMZN MKTP US QE8HO84P3 - Purch	General Fund	58.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMZN MKTP US 0A0DA5WM3 - Purch	General Fund	29.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	245.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMZN MKTP US 0H7NP4BO3 - Purch	General Fund	36.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	CA DEPT PEST REGS LICE - Purch	General Fund	150.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	10.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 02211 - Purchase	General Fund	20.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	LOWES 02211 - Purchase	General Fund	17.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	MOONLITE VACUUM AND SE - Purch	General Fund	309.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	556.56
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMAZON.COM JF85A9ME3 A - Purch	General Fund	41.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	ROYAL BRASS INC - Purchase	General Fund	38.50
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	65.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	O'REILLY AUTO PARTS 29 - Purch	General Fund	38.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMAZON.COM Q08308QY3 A - Purch	General Fund	249.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	341.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMAZON.COM 6246O4LV3 A - Purch	General Fund	150.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	AMZN MKTP US 6V39G6LR3 - Purch	General Fund	376.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508750	PC1221PARK	THE HOME DEPOT 0630 - Purchas	General Fund	58.92
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant	108.04

						Fund	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	PAYPAL JTC - Purchase	Police Operating Grant Fund	1,400.00	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DIY AWARDS - Purchase	Police Operating Grant Fund	734.95	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	POINT EMBLEMS LLC - Purchase	Police Operating Grant Fund	3,703.41	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant Fund	108.04	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	WWW.MOLEKULE.COM - Purchase	Police Operating Grant	108.04	

					Fund	
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	EVENT CALNENA - Purchase	Police Operating Grant Fund	450.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SOUTHWES 5261459969747 - Purc	Police Operating Grant Fund	147.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HILTON HOTELS - Purchase	Police Operating Grant Fund	411.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	UNITED 01623846504350 - Pur	Police Operating Grant Fund	576.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	MEDALS OF AMERICA - Purchase	Police Operating Grant Fund	405.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DIY AWARDS - Purchase	Police Operating Grant Fund	659.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SONESTA LOS ANGELES AI - Purch	Police Operating Grant Fund	513.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	BW ISLANDHOTELMARINA. - Purcha	Police Operating Grant Fund	704.35
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ENGINEERED PACKAGING S - Purch	General Fund	692.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CHICK-FIL-A 03876 - Purchase	General Fund	83.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM EU17J0FC3 A - Purch	General Fund	302.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US LC7NJ82X3 - Purch	General Fund	208.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ATT COURT ORDER CHGS - Purchas	General Fund	95.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ATT COURT ORDER CHGS - Purchas	General Fund	250.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ATT COURT ORDER CHGS - Purchas	General Fund	550.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	FEDEX OFFICE 00000570 - Purch	General Fund	246.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US ET1CK6VX3 - Purch	General Fund	88.06
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SHRED-IT USA LLC - Purchase	General Fund	621.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CYCLE GEAR, INC. - Purchase	General Fund	489.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	3LEVYATSCCNTR 17534306 - Purch	General Fund	1,251.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ZOOM.US 888-799-9666 - Purchas	General Fund	149.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	STARBUCKS STORE 05619 - Purcha	General Fund	35.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	GUNTHER S RESTAURANT - Purch	General Fund	62.00

01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	IN IGUANA DESIGN AND - Purcha	General Fund	1,077.06
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	IN IGUANA DESIGN AND - Purcha	General Fund	360.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM 7Q9FN5093 A - Purch	General Fund	26.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US 5J9Q47XG3 - Purch	General Fund	10.89
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM DR9LY44C3 A - Purch	General Fund	15.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM E583N3F93 A - Purch	General Fund	15.81
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	GAMBERJOHNSON - Purchase	General Fund	356.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM MD3WG9H93 A - Purch	General Fund	14.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM GX2I110W3 A - Purch	General Fund	17.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ULINE SHIP SUPPLIES - Purcha	General Fund	696.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALIMED WEBORDER - Purchase	General Fund	676.69
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DOLLAR TREE - Purchase	General Fund	15.20
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SMART AND FINAL 448 - Purchase	General Fund	412.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SUMMIT UNIFORMS CORP - Purchas	General Fund	39.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	STARBUCKS STORE 05619 - Purcha	General Fund	60.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SP MBM CORPORATION O - Purch	General Fund	129.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SPK SPOKEO SEARCH - Purchase	General Fund	14.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SHERATON SAN DIEGO - Purchase	General Fund	563.47
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Purch	General Fund	25.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DELTA 00624861937475 - Pur	General Fund	90.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Purch	General Fund	35.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Purch	General Fund	35.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CRIA - Purchase	General Fund	20.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	125.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	125.61
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SQ NATIONAL TACTICAL - Purcha	General Fund	539.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CRIA - Purchase	General Fund	225.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	REGIONAL TRAINING CENT - Purch	General Fund	118.45

01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	251.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CRIA - Purchase	General Fund	20.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CRIA - Purchase	General Fund	225.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Credi	General Fund	-25.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Credi	General Fund	-35.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SOUTHWES 5261457623133 - Purc	General Fund	102.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMAZON.COM MP6PZ9S93 A - Purch	General Fund	423.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	251.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALAMEDASHERIFFRTPAY - Purchas	General Fund	937.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIBRE PRESS - Purchase	General Fund	359.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	251.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALA MDACOSHSERVICE FE - Purch	General Fund	23.33
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HYATT PLACE - Purchase	General Fund	251.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SOUTHWES 5261457623132 - Purc	General Fund	102.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIFORNIA ASSOCIATION - Credi	General Fund	-35.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	BOB WARD AND SONS INC - Purcha	General Fund	59.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US J062A1ZR3 - Purch	General Fund	523.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DOUBLETREE NAPA VALLEY - Purch	General Fund	564.30
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALA MDACOSHSERVICE FE - Purch	General Fund	8.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALAMEDASHERIFFRTPAY - Purchas	General Fund	1,444.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HILTON GARDEN INN SACR - Purch	General Fund	835.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALA MDACOSHSERVICE FE - Purch	General Fund	35.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	CALIBRE PRESS - Purchase	General Fund	139.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SQ ADVANCED COMBAT EV - Purch	General Fund	399.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	EB BASIC CRISIS NEGOT - Purcha	General Fund	749.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	PAYPAL KTLIC - Purchase	General Fund	125.00

01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HILTON GARDEN INN SACR - Purch	General Fund	835.15
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US KO80A8KB3 - Purch	General Fund	43.62
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ALAMEDASHERIFFRTPAY - Purchas	General Fund	361.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AXON - Purchase	General Fund	271.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HAMPTON INN AND SUITES - Purch	General Fund	440.80
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	HUMPHREY'S HALF MOON I - Credi	General Fund	-913.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	THE HOME DEPOT 0630 - Purchas	General Fund	282.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	NATIONAL LAW ENFORCEME - Purch	General Fund	50.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	UBER TRIP - Purchase	General Fund	15.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	UBER TRIP - Purchase	General Fund	20.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	UBER TRIP - Purchase	General Fund	17.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	BROWNELLS INC - Purchase	General Fund	880.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	BROWNELLS INC - Purchase	General Fund	497.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	BOTACH INC - Credit	General Fund	-32.63
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	S.T. ACTION PRO INC - Purchase	General Fund	485.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	GLOCK INC - Purchase	General Fund	169.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US HR80G0YF3 - Purch	General Fund	187.18
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ACTION TARGETS - Purchase	General Fund	339.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	MTM MOLDED PRODUCTS CO - Purch	General Fund	58.29
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	PAYPAL JAKECARLSON - Purchase	General Fund	375.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	U.S. DUTY GEAR - Purchase	General Fund	187.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SP EIO.COM - Purchase	General Fund	46.08
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	DOCUSIGN - Purchase	General Fund	120.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ZOOM.US 888-799-9666 - Purchas	General Fund	169.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	PIZZA MY HEART - BELLO - Purch	General Fund	82.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	SAFEWAY 0763 - Purchase	General Fund	22.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	STARBUCKS STORE 05730 - Purcha	General Fund	35.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	ROUND TABLE PIZZA - Purchase	General Fund	209.07

01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	4TE GYM DOCTORS - Purchase	General Fund	2,054.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	THE HOME DEPOT 0630 - Purchas	General Fund	78.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	PAYPAL BAYAREACRIM BA - Purch	General Fund	60.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508751	PC1221POLC	AMZN MKTP US SR1UJ67W3 - Purch	General Fund	166.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508752	PC1221PINV	AMZN MKTP US XM89786S3 - Purch	General Fund	68.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508752	PC1221PINV	AMZN MKTP US AMZN.COM - Credi	General Fund	-58.92
01/05/2022	BANK OF AMERICA PROCUREMENT	00508752	PC1221PINV	PAYPAL PUBLICSAFET PU - Purch	General Fund	50.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508752	PC1221PINV	AMAZON.COM J36SE7F13 A - Purch	General Fund	61.26
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	GRAINGER - Purchase	Cemetery	192.07
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	REED AND GRAHAM INC - Purchase	Cemetery	1,063.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	REED AND GRAHAM INC - Credit	Cemetery	-81.84
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	DOG WASTE DEPOT.COM - Purchase	Cemetery	545.57
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	ALTRADE SUPPLIES INC - Purchas	Park and Rec Opr GrantTst Fund	1,805.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0763 - Purchase	Park and Rec Opr GrantTst Fund	6.98
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART AND FINAL 448 - Purchase	Park and Rec Opr GrantTst Fund	64.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART FOODSERVICE 571 - Purcha	Park and Rec Opr GrantTst Fund	59.45
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	81.71
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART FOODSERVICE 571 - Purcha	General Fund	344.29
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	163.43
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SQ GREAT AMERICAN SEE - Purch	General Fund	176.25
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0700 - Purchase	General Fund	42.89
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	122.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	L2G SCC ENVMTL HEALTH - Purch	General Fund	370.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART FOODSERVICE 571 - Purcha	General Fund	519.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US PJ5ZK4353 - Purch	General Fund	32.13
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	20.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	30.00

01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	DOMINO'S 7932 - Purchase	General Fund	149.04
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART AND FINAL 448 - Purchase	General Fund	35.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	16.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	WALMART.COM AA - Purchase	General Fund	72.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	REVDANCE.TENTH HOUSE - Purchas	General Fund	52.60
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US 2J2ZY2AU3 - Purch	General Fund	17.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	DRY CLEAN 4U - Purchase	General Fund	356.49
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	COSTCO DELIVERY 848 - Purchas	General Fund	173.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	CAL PRINTING - Purchase	General Fund	683.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US PF7ZX88L3 - Purch	General Fund	222.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	17.21
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART AND FINAL 448 - Purchase	General Fund	83.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	DENNY'S 6917 - Purchase	General Fund	348.33
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	BEST BUY 00001909 - Purch	General Fund	21.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US 537BC7BS3 - Purch	General Fund	17.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	FACEBK WGPZWBKHY2 - Purchase	General Fund	125.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	IN ARCADIA GRAPHIX - Purchase	General Fund	98.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	FACEBK WHXYCCKHY2 - Purchase	General Fund	5.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	INTERSTATE TRAFFIC CON - Purch	General Fund	413.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	MICHAELS STORES 6713 - Purchas	General Fund	14.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	MICHAELS STORES 6713 - Purchas	General Fund	318.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US H19D10W53 - Purch	General Fund	37.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SMART AND FINAL 448 - Purchase	General Fund	40.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	COMCAST CALIFORNIA - Purchase	General Fund	15.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US 998NN0ZE3 - Purch	General Fund	32.72
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	26.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	80.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	59.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 0630 - Purchas	General Fund	31.84

01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	THE HOME DEPOT 6635 - Purchas	General Fund	27.83
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	88.35
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SP SWIMOUTLET.COM - Purchase	General Fund	185.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SQ SIGN GYPSIES SANTA - Purch	General Fund	159.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00014274 - Purch	General Fund	10.94
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	BIG LOTS STORES - 427 - Purch	General Fund	96.34
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0700 - Purchase	General Fund	28.06
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0700 - Purchase	General Fund	42.35
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0700 - Purchase	General Fund	36.13
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SALLY BEAUTY 2327 - Purchase	General Fund	11.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	OTC FUN REWARDS PLUS - Credit	General Fund	-14.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMAZON.COM 6R3432O83 A - Purch	General Fund	16.43
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	FACEBK K5CMP7T8B2 - Purchase	General Fund	54.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US ZI30806C3 - Purch	General Fund	87.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	MUSSON THEATRICAL, INC - Purch	General Fund	208.42
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMAZON.COM AMZN.COM BI - Credi	General Fund	-21.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US VH0AB97Z3 - Purch	General Fund	54.66
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMZN MKTP US E01MU4Q33 - Purch	General Fund	91.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	TARGET 00028308 - Purch	General Fund	31.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	CVS PHARMACY 09793 - Purchase	General Fund	59.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	SAFEWAY 0700 - Purchase	General Fund	84.02
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	MUSSON THEATRICAL, INC - Purch	General Fund	127.67
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	AMAZON.COM 4491D5DR3 A - Purch	General Fund	49.21
01/05/2022	BANK OF AMERICA PROCUREMENT	00508753	PC1221CRCP	ALPINE AWARDS - Purchase	General Fund	601.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CKO WWW.ISTOCKPHOTO.CO - Purch	Solid Waste Program	12.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	THE HOME DEPOT 0630 - Purchas	General Fund	57.74
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	THE HOME DEPOT 0630 - Purchas	General Fund	54.46
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	THE HOME DEPOT 0630 - Purchas	General Fund	39.12
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	THE HOME DEPOT 0630 - Purchas	General Fund	87.87

01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CA DEPT PEST REGS LICE - Purch	General Fund	60.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	PROPERTYSCOUT PRO PLAN - Purch	General Fund	59.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	BEST BUY CO 00026708 - Credi	General Fund	-71.44
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CINTAS 961 - Purchase	General Fund	45.34
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	AMZN MKTP US 9G2WM7NP3 - Purch	General Fund	32.59
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	TARGET 00028308 - Purch	General Fund	9.82
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	AMZN MKTP US O91R15PI3 - Purch	General Fund	32.19
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	OFFICE DEPOT 1135 - Purchase	General Fund	261.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	HIVIEWDPM - Purchase	General Fund	1,068.76
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	AMZN MKTP US VU3DY03D3 - Purch	General Fund	40.34
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	THE SOURCING GROUP LLC - Purch	General Fund	76.39
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CINTAS 961 - Purchase	General Fund	115.17
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	OFFICE DEPOT 1135 - Purchase	General Fund	215.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	AMAZON.COM GE0AD9HF3 A - Purch	General Fund	7.40
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	BEST BUY CO 00026708 - Credi	General Fund	-180.04
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	AMZN MKTP US AMZN.COM - Credi	General Fund	-11.99
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CERTIFIED TRAINING INS - Purch	General Fund	279.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CERTIFIED TRAINING INS - Purch	General Fund	279.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CERTIFIED TRAINING INS - Purch	General Fund	279.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CERTIFIED TRAINING INS - Purch	General Fund	279.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CA DEPT PEST REGS LICE - Purch	General Fund	140.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	CA DEPT PEST REGS LICE - Purch	General Fund	50.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	LOWES 02211 - Purchase	General Fund	146.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	OFFICE DEPOT 1135 - Purchase	Fleet Operation Fund	361.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	BAY AREA AIR QUALITY M - Purch	Fleet Operation Fund	255.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508754	PC1221STRT	PAYMENTUS CORP - Purchase	Fleet Operation Fund	7.52
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	FASTENAL COMPANY 01CAS - Purch	Water Utility	443.19

01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMAZON.COM VQ7YE27V3 A - Purch	Water Utility	176.27
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CRESCO EQUIPMENT RENTA - Purch	Water Utility	4.64
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CRESCO EQUIPMENT RENTA - Purch	Water Utility	4.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN MKTP US JK4MO10D3 - Purch	Water Utility	112.57
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	THE HOME DEPOT 0630 - Purchas	Water Utility	184.42
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	UNDERGROUND REPUBLIC W - Purch	Water Utility	608.91
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN Mktp US 5B70U8RG3 - Purch	Water Utility	87.28
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	TOOLUP.COM - Purchase	Water Utility	487.79
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN Mktp US EP44C9SU3 - Purch	Water Utility	57.78
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN MKTP US 6F3MB0OJ3 - Purch	Water Utility	54.48
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN MKTP US HJ94B1K13 - Purch	Water Utility	114.47
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	THE HOME DEPOT 0630 - Purchas	Water Utility	54.53
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	STAPLES 00107193 - Purch	Water Utility	77.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	UNDERGROUND REPUBLIC W - Purch	Water Utility	220.41
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Water Utility	113.88
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN Mktp US W53VY6K43 - Purch	Water Utility	123.31
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	EMPIRE ABRASIVES - Purchase	Water Utility	146.95
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AMZN Mktp US 2733L7DW3 - Purch	Water Utility	55.06
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	STARBUCKS STORE 07981 - Purcha	Water Utility	35.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	STATE WATER BOARD - Purchase	Water Utility	60.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	OPC STATE WB FEE - Purchase	Water Utility	1.38
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	STAPLES 00107193 - Purch	Water Utility	62.77
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	WESTERN TOOL SUPPLY - Purcha	Water Utility	117.16
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	THE HOME DEPOT 0630 - Purchas	Water Utility	87.09
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	53.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	96.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	53.00

01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	192.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	192.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	SMART AND FINAL 448 - Purchase	Water Utility	5.22
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Water Utility	192.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	THE DECKING SUPERSTORE - Purch	Water Utility Construction	1,807.51
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CACEO - Purchase	Sewer Utility	200.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CACEO - Purchase	Sewer Utility	100.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CACEO - Credit	Sewer Utility	-200.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Sewer Utility	53.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Sewer Utility	96.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CALIFORNIA WATER ENVIR - Purch	Sewer Utility	53.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Sewer Utility	471.14
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	HARBOR FREIGHT TOOLS 3 - Purch	Sewer Utility	38.68
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	AIRGAS USA, LLC - Purchase	Sewer Utility	123.54
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Sewer Utility	479.06
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	WELDER S HEAVEN - Purchase	Sewer Utility	76.96
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Sewer Utility	234.85
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Sewer Utility	401.97
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	GRAINGER - Purchase	Sewer Utility	424.29
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	SMART AND FINAL 448 - Purchase	Sewer Utility	5.23
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	STARBUCKS STORE 07981 - Purcha	Sewer Utility	35.90
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	HARBOR FREIGHT TOOLS 3 - Credi	Sewer Utility	-4.36
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	HARBOR FREIGHT TOOLS 4 - Purch	Sewer Utility	15.26
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	WELDER S HEAVEN - Purchase	Sewer Utility	548.41
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	CACEO - Purchase	Sewer Utility	95.00
01/05/2022	BANK OF AMERICA PROCUREMENT	00508755	PC1221WATR	IMPERIAL SPRINKLER -15 - Purch	Sewer Utility	104.10
				Total for Payment No.:		200,369.99

Payment No: 021926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WESTERN UTILITY TELECOM, INC.	00507043	10030	GALVANIZED STEEL POLES AND CAG	Electric Utility Construction	199,009.84
				Total for Payment No.:		199,009.84

Payment No: W22258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	CITY OF SAN JOSE	00508075	58	WT:RA CAPACITY PURCHASE DEC21	Electric Utility	198,250.00
				Total for Payment No.:		198,250.00

Payment No: 003053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Water Utility	62.67
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Cemetery	7.50
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Cemetery	132.57
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Electric Utility Construction	191,306.75
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Water Utility Construction	1.32
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	General Fund	1,346.51
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Information Technology Service	6.05
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Electric Utility	2,678.97
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Sewer Utility	0.33
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Electric Utility	796.79
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Fleet Operation Fund	110.70
01/21/2022	CA DEPT OF TAX & FEE ADMIN	00508010	DECEMBER2021	DD:SALES & USE TAX DEC2021	Elec OperatingGrant Trust Fund	0.80
				Total for Payment No.:		196,450.96

Payment No: W22252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	AQUAMARINE WESTSIDE, LLC	00507368	SVP-01-002	VINTAGE REC PURCHASE SEP21	Electric Utility	196,020.00
				Total for Payment No.:		196,020.00

Payment No: 022030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	O'GRADY PAVING INC	00508076	5739	5% RETENTION	Streets And Highways	-10,187.64
01/21/2022	O'GRADY PAVING INC	00508076	5739	2021 ANNUAL STREET MAINTENANCE	Streets And Highways	203,752.70
				Total for Payment No.:		193,565.06

Payment No: 702092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	INTER DISPOSAL CORP OF CA	00507583	5127-000037625	TIMBER/TREATED/ OLD POLES	Electric Utility Construction	963.44
01/21/2022	INTER DISPOSAL CORP OF CA	00507591	5127-000037716	MSW PROCSNG- DEC 2021	Solid Waste Program	88,184.24
01/21/2022	INTER DISPOSAL CORP OF CA	00507592	5127-000037717	COMPSTBL WST- DEC 2021	Solid Waste Program	68,392.57
				Total for Payment No.:		157,540.25

Payment No: 702113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PETERSON TRACTOR CO	00507302	PC001766395	PARTS-V#2832	Fleet Operation Fund	35.87
01/21/2022	PETERSON TRACTOR CO	00508119	A3260101	2022 NEW CATERPILLAR MODEL: 42	Vehicle Replacement Fund	156,989.18
01/21/2022	PETERSON TRACTOR CO	00508119	A3260101	CA TIRE TAX	Vehicle Replacement Fund	7.00
				Total for Payment No.:		157,032.05

Payment No: 022095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NO CALIF POWER AGENCY	00507808	CVP0122002	WAPA REST FUND LEVELIZED	Electric Utility	138,411.74

01/28/2022	NO CALIF POWER AGENCY	00507808	CVP0122002	JAN22 WAPA REST FUND LEVELIZED JAN22	Electric Utility	11,588.26
Total for Payment No.:						150,000.00

Payment No: 702069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CA HIGHWAY PATROL	00507361	0000001417956	trfc ctrl NFL game 10242021	General Fund	65,781.20
01/21/2022	CA HIGHWAY PATROL	00507576	0000001417230	trfc ctrl NFL 10032021	General Fund	76,550.17
Total for Payment No.:						142,331.37

Payment No: W22247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	NEXTERA ENERGY POWER MARKETING LLC	00507369	684486	PURCHASE OF RA CAPACITY DEC21	Electric Utility	139,000.00
Total for Payment No.:						139,000.00

Payment No: 021946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FLYNN RESOURCE CONSULTANTS INC	00507157	1531	CAISO,CRR,PG&E,LITIG SEP- OCT21	Electric Utility	136,598.75
Total for Payment No.:						136,598.75

Payment No: 701798

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AXON ENTERPRISE, INC.	00501658	SI-1690878B	evidence.com license annual pa	General Fund	122,407.00
01/07/2022	AXON ENTERPRISE, INC.	00501658	SI-1690878B	evidence.com license year 2 pa	General Fund	936.00
01/07/2022	AXON ENTERPRISE, INC.	00501658	SI-1690878B	Axon auto tagging year 2 payme	General Fund	9,000.00
Total for Payment No.:						132,343.00

Payment No: 702155

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TIMOTHY DURAN	00508450	37548JAN2022	RGHT OFWAY ESEMT 224-04-507006	Electric Utility Construction	127,258.00
Total for Payment No.:						127,258.00

Payment No: 021992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	BAY AREA TREE SPECIALISTS	00507588	67781	MODEST ASH REMVL- LIST 2	Streets And Highways	65,700.00
01/21/2022	BAY AREA TREE SPECIALISTS	00507589	67782	TREE PRUNING- FALL/WINTER 2021	General Fund	36,972.00
01/21/2022	BAY AREA TREE SPECIALISTS	00507589	67782	TREE PRUNING AND REMOVALS SERV	General Fund	15,603.00
Total for Payment No.:						118,275.00

Payment No: 702005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HUDSON TECHMART COMMERCE	00507755	37509DEC2021	ACCUM. SAVING FY20/21	Convention Cnt Maintenance Dis	112,500.09
Total for Payment No.:						112,500.09

Payment No: 022067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ANIXTER INC.	00508364	5079304-03	TRANSFORMER, VOLTAGE, 12KV, 10	Electric Utility	21,999.60
01/28/2022	ANIXTER INC.	00508470	5164968-00	PED CONNECTOR 6 WAY/750MCM. UT	Electric Utility	390.67
01/28/2022	ANIXTER INC.	00508470	5164968-00	TERMINATION, 600A, HOT STANDOF	Electric Utility	1,469.37
01/28/2022	ANIXTER INC.	00508474	5073722-00	FAULT INDICATOR - 800/1600 AMP	Electric Utility	27,390.38
01/28/2022	ANIXTER INC.	00508477	5079304-02	FUSE, METERING, 12KV, 1/2 AMP,	Electric Utility	16,587.00
01/28/2022	ANIXTER INC.	00508479	5079265-01	CROSSARM,8', "PUPI" HEAVY DUT	Electric Utility	13,504.22

01/28/2022	ANIXTER INC.	00508481	5079265-00	WIRE, OH, #2 AL, TRIPLEX, CODE	Electric Utility	4,801.50
01/28/2022	ANIXTER INC.	00508485	5045735-07	BRACE, ALLEY ARM, 7FT-0IN LG.	Electric Utility	920.58
01/28/2022	ANIXTER INC.	00508488	5045735-05	BOLT, SQ HD, 3/4IN DIA. X 12IN	Electric Utility	199.98
01/28/2022	ANIXTER INC.	00508489	5002912-06	SPACER, MID-SPAN, INSULATED WI	Electric Utility	12,003.75
				Total for Payment No.:		99,267.05

Payment No: 021948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	G2 ENERGY OSTROM ROAD LLC	00507480	SVP 12-21	ENERGY (LANDFILL GAS) DEC21	Electric Utility	93,345.52
				Total for Payment No.:		93,345.52

Payment No: 021971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PREFERRED BENEFIT	00507912	EIA43269	DENTAL PREMIUMS	Payroll Liability&ClearingAcct	72,498.50
01/14/2022	PREFERRED BENEFIT	00507913	EIA43270	DENTAL PREMIUMS	Payroll Liability&ClearingAcct	6,366.94
01/14/2022	PREFERRED BENEFIT	00507915	EIA43271	VISION PREMIUMS	Payroll Liability&ClearingAcct	10,254.90
				Total for Payment No.:		89,120.34

Payment No: 702227

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NEWTRON LLC	00508379	115630	RETENTION	Electric Utility Construction	-4,581.69
01/28/2022	NEWTRON LLC	00508379	115630	CHANGE ORDER 4	Electric Utility Construction	72,087.71
01/28/2022	NEWTRON LLC	00508379	115630	CHANGE ORDER 5	Electric Utility Construction	19,546.14
				Total for Payment No.:		87,052.16

Payment No: 021976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TRANSCANADA TURBINES INC	00507906	1016153A	FIELD SERVICE	Electric Utility	83,850.00
01/14/2022	TRANSCANADA TURBINES INC	00507906	1016153A	MATERIALS	Electric Utility	2,445.40
Total for Payment No.:						86,295.40

Payment No: 702233

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PENINSULA CRANE & RIGGING	00507982	4002	CRANE/RIGGER GAS TURB DEC2021	Electric Utility	24,152.50
01/28/2022	PENINSULA CRANE & RIGGING	00507983	3969	CRANE/RIGGER RELOCATE ENGDEC21	Electric Utility	52,555.00
01/28/2022	PENINSULA CRANE & RIGGING	00508380	3955	GENERATION AGREEMENT BALANCE U	Electric Utility	4,910.00
01/28/2022	PENINSULA CRANE & RIGGING	00508382	4001	GENERATION AGREEMENT BALANCE U	Electric Utility	4,522.50
Total for Payment No.:						86,140.00

Payment No: 702135

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SWA SERVICES GROUP	00507535	21807	JANITORIAL DEC2021	General Fund	85,741.00
Total for Payment No.:						85,741.00

Payment No: 702107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MVATION WORLDWIDE INC	00508065	24706	BROCADE 4 POST RACK MOUNTING K	Electric Utility Construction	1,365.24
01/21/2022	MVATION WORLDWIDE INC	00508065	24706	BROCADE ESSENTIAL DIRECT SUPPO	Electric Utility Construction	3,959.84
01/21/2022	MVATION WORLDWIDE INC	00508065	24706	BROCADE G620 RACK- MOUNTABLE SW	Electric Utility Construction	80,402.33
Total for Payment No.:						85,727.41

Payment No: 702101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LN CURTIS & SONS	00508066	INV552347	G-XTREME 3.0 JACKET - GLOBE C	Fire Department	47,437.72
01/21/2022	LN CURTIS & SONS	00508066	INV552347	GLOBE CUSTOM SCFD	Fire Department	34,462.77
Total for Payment No.:						81,900.49

Payment No: 701855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INTER DISPOSAL CORP OF CA	00504608	5127-000037318	MIX WASTE PROCESSNG - GWR	Solid Waste Program	79,899.66
01/07/2022	INTER DISPOSAL CORP OF CA	00506895	5127-000037581	ADMIN & LATE FEE	Electric Utility Construction	15.09
Total for Payment No.:						79,914.75

Payment No: 021995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CARL WARREN & COMPANY	00508038	37153JAN2022B	REPLENISH SPEC LIAB INS ACCT	Special Liability Insurance	78,399.40
Total for Payment No.:						78,399.40

Payment No: 702196

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	DNV ENERGY SERVICES USA INC	00507782	875010008959	BUSINES ENERG EFF PROG DEC2021	Elec OperatingGrant Trust Fund	8,507.58
01/28/2022	DNV ENERGY SERVICES USA INC	00507782	875010008959	BUSINES ENERG EFF PROG DEC2021	Elec OperatingGrant Trust Fund	6,187.34
01/28/2022	DNV ENERGY SERVICES USA INC	00507782	875010008959	BUSINES ENERG EFF PROG DEC2021	Elec OperatingGrant Trust Fund	42,537.94
01/28/2022	DNV ENERGY SERVICES USA INC	00507782	875010008959	BUSINES ENERG EFF PROG DEC2021	Elec OperatingGrant Trust Fund	10,054.42
01/28/2022	DNV ENERGY SERVICES USA INC	00507782	875010008959	BUSINES ENERG EFF PROG DEC2021	Elec OperatingGrant Trust Fund	10,054.42
Total for Payment No.:						77,341.70

Payment No: 022074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	DALEO INC	00507389	SV7-175-01	2004D MASTER CONTRACT	Electric Utility Construction	27,654.69
01/28/2022	DALEO INC	00507397	SV7-176-01	2004D MASTER CONTRACT	Electric Utility Construction	33,291.61
01/28/2022	DALEO INC	00507812	SV8-127-01	2004D MASTER CONTRACT	Electric Utility Construction	3,401.36
01/28/2022	DALEO INC	00507990	SV8-119-01	2004D MASTER CONTRACT	Electric Utility Construction	12,518.55
Total for Payment No.:						76,866.21

Payment No: 701827

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DNV ENERGY SERVICES USA INC	00506473	875010008793	BUSINES ENERG EFF PROG NOV2021	Elec OperatingGrant Trust Fund	37,556.49
01/07/2022	DNV ENERGY SERVICES USA INC	00506473	875010008793	BUSINES ENERG EFF PROG NOV2021	Elec OperatingGrant Trust Fund	9,764.68
01/07/2022	DNV ENERGY SERVICES USA INC	00506473	875010008793	BUSINES ENERG EFF PROG NOV2021	Elec OperatingGrant Trust Fund	13,520.33
01/07/2022	DNV ENERGY SERVICES USA INC	00506473	875010008793	BUSINES ENERG EFF PROG NOV2021	Elec OperatingGrant Trust Fund	8,262.43
01/07/2022	DNV ENERGY SERVICES USA INC	00506473	875010008793	BUSINES ENERG EFF PROG NOV2021	Elec OperatingGrant Trust Fund	6,009.04
Total for Payment No.:						75,112.97

Payment No: 701964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ABODE SERVICES	00507642	TBRA-09-2021AB	TBRA-ABODE HOME FY21/22	H.U.D Capital Projects	59,415.11
01/14/2022	ABODE SERVICES	00507642	TBRA-09-2021AB	TBRA-ABODE HSCAG FY21/22	Housing Successor	15,158.45
Total for Payment No.:						74,573.56

Payment No: 702007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HYATT REGENCY SANTA CLARA	00507819	16262DEC2021	ACCUM. SAVING FY20/21	Convention Cnt Maintenance Dis	73,505.78
				Total for Payment No.:		73,505.78

Payment No: W22238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SEDGWICK CLAIMS MGMT SVCS INC	00507601	CC-8029-2021- 1228074406	WT:ESCROW DEPOSIT WORK COMP	Workers Compensation	70,172.50
				Total for Payment No.:		70,172.50

Payment No: 702039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	UNDERGROUND REPUBLIC WATER	00507671	S100000122.001	HYMAX GRIP END CAP 6"	Water Utility Construction	243.94
01/14/2022	UNDERGROUND REPUBLIC WATER	00507672	S100000112.006	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	285.69
01/14/2022	UNDERGROUND REPUBLIC WATER	00507673	S100000112.005	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	13,134.28
01/14/2022	UNDERGROUND REPUBLIC WATER	00507673	S100000112.005	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	2,147.58
01/14/2022	UNDERGROUND REPUBLIC WATER	00507673	S100000112.005	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility Construction	127.10
01/14/2022	UNDERGROUND REPUBLIC WATER	00507674	S100000112.004	BLUE PIPE POLOWRAP	Water Utility Construction	463.42
01/14/2022	UNDERGROUND REPUBLIC WATER	00507674	S100000112.004	FOSTER ADAPTOR, INFAC 6 INCH	Water Utility Construction	218.25
01/14/2022	UNDERGROUND REPUBLIC WATER	00507675	S100000111.006	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	571.38
01/14/2022	UNDERGROUND REPUBLIC WATER	00507675	S100000111.006	8" x 4" MJ TEE	Water Utility Construction	469.86
01/14/2022	UNDERGROUND REPUBLIC WATER	00507675	S100000111.006	STOP, BALLCORP, 2IN MUELLER #B	Water Utility Construction	746.50
01/14/2022	UNDERGROUND REPUBLIC WATER	00507675	S100000111.006	STOP, BALLCORP, 1IN MUELLER #B	Water Utility Construction	87.30
01/14/2022	UNDERGROUND REPUBLIC WATER	00507676	S100000111.005	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility	3,221.37

					Construction	
01/14/2022	UNDERGROUND REPUBLIC WATER	00507676	S100000111.005	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility Construction	254.18
01/14/2022	UNDERGROUND REPUBLIC WATER	00507677	S100000111.004	BLUE POLYWRAP	Water Utility Construction	231.71
01/14/2022	UNDERGROUND REPUBLIC WATER	00507677	S100000111.004	FORSTER ADAPTER 4"	Water Utility Construction	349.20
01/14/2022	UNDERGROUND REPUBLIC WATER	00507677	S100000111.004	FOSTER ADAPTOR, INFACT 6 INCH	Water Utility Construction	436.50
01/14/2022	UNDERGROUND REPUBLIC WATER	00507678	S100000109.005	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	21,278.83
01/14/2022	UNDERGROUND REPUBLIC WATER	00507678	S100000109.005	STOP, BALLCORP, 1IN MUELLER #B	Water Utility Construction	873.00
01/14/2022	UNDERGROUND REPUBLIC WATER	00507678	S100000109.005	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	571.38
01/14/2022	UNDERGROUND REPUBLIC WATER	00507678	S100000109.005	BEND, 90 DEGREES, 8IN, MJ, CL,	Water Utility Construction	216.96
01/14/2022	UNDERGROUND REPUBLIC WATER	00507696	S100000109.004	PIPE, DUCTILE IRON, 8IN, CL CL	Water Utility Construction	3,058.23
01/14/2022	UNDERGROUND REPUBLIC WATER	00507696	S100000109.004	VALVE, GATE, MJ, 8IN FOR C.I.,	Water Utility Construction	1,073.79
01/14/2022	UNDERGROUND REPUBLIC WATER	00507696	S100000109.004	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility Construction	254.18
01/14/2022	UNDERGROUND REPUBLIC WATER	00507697	S100000109.003	BLUE POLYWRAP	Water Utility Construction	463.42
01/14/2022	UNDERGROUND REPUBLIC WATER	00507697	S100000109.003	FOSTER ADAPTOR, INFACT 6 INCH	Water Utility Construction	436.50
01/14/2022	UNDERGROUND REPUBLIC WATER	00507698	S100000074.005	TEE, MJ, 8IN X 6IN, DI C-153,	Water Utility Construction	571.38
01/14/2022	UNDERGROUND REPUBLIC WATER	00507698	S100000074.005	GASKET, HYDRANT, 6IN, 1/8IN TH	Water Utility Construction	87.30
01/14/2022	UNDERGROUND REPUBLIC WATER	00507699	S100000074.004	EXTENSION, HYDRANT BURY, 6 X 6	Water Utility Construction	207.34
01/14/2022	UNDERGROUND REPUBLIC WATER	00507700	S100000073.003	COVER, STEEL FOR B-36 BOX, W/8	Water Utility	1,190.55
01/14/2022	UNDERGROUND REPUBLIC WATER	00507710	S100000319.001	PIPE, 4" PVC SEWER PIPE, ASTM	Water Utility	329.08
01/14/2022	UNDERGROUND REPUBLIC WATER	00507713	S100000296.001	LID, BLACK PLASTIC WITH READER	Water Utility	4,780.77
01/14/2022	UNDERGROUND REPUBLIC WATER	00507716	S100000295.001	COUPLING, METER, 3/4 X 1-1/2IN	Water Utility	1,621.60
01/14/2022	UNDERGROUND REPUBLIC WATER	00507719	S100000290.001	COUPLER, PAK JOINT, REDUCING,	Water Utility	624.41

01/14/2022	UNDERGROUND REPUBLIC WATER	00507720	S100000322.001	BEND, 22-1/2 DEGREES, 8IN, MJ,	Water Utility	1,069.51
01/14/2022	UNDERGROUND REPUBLIC WATER	00507774	S100000107.001	TUBING, COPPER, 1IN, WITH BLUE	Water Utility	7,517.18
Total for Payment No.:						69,213.67

Payment No: 021851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CARL WARREN & COMPANY	00507235	CWC-2017897	GENERAL LIABILITY CLAIMS ADJUS	Special Liability Insurance	9,500.00
01/07/2022	CARL WARREN & COMPANY	00507252	37153JAN2022	REPLENISH SPECIAL LIAB. INS AC	Special Liability Insurance	54,975.10
Total for Payment No.:						64,475.10

Payment No: 701925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TRC	00507347	35069	ENGINEERING AND DESIGN SUPPORT	Electric Utility Construction	63,790.44
Total for Payment No.:						63,790.44

Payment No: 702058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ABODE SERVICES	00508058	TBRA-10-2021AB	TBRA-ABODE HOME FY21/22	H.U.D Capital Projects	48,819.32
01/21/2022	ABODE SERVICES	00508058	TBRA-10-2021AB	TBRA-ABODE HSCAG FY21/22	Housing Successor	14,116.79
Total for Payment No.:						62,936.11

Payment No: 701879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NATIONAL CAR CHARGING LLC	00507404	2041	MATERIALS FOR EV CHARGING STAT	Electric Utility Construction	62,428.00
Total for Payment No.:						62,428.00

Payment No: 022099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PG&E	00507937	0541963339-0DEC2021	TS @ CALVERT/CALVERT	General Fund	42.78
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POOL/2250 ROYAL	General Fund	7,800.05
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	SR CNTR 1303 FREMONT ST	General Fund	2,187.80
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	NORTHSIDE LIB 695 MORELAND WAY	General Fund	202.18
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	FIRE-STA2 1900 WALSH AVE.	General Fund	931.36
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	CITY HALL-1500 WARBURTON	General Fund	2,561.01
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POLICE/601 EL CAMINO	General Fund	4,418.40
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	COMM SVCS-1515 EL CAMINO REAL	General Fund	53.21
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	BERMAN BLDG-1405 CIVIC CTR	General Fund	688.90
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	FIRE/#1 777 BENTON	General Fund	1,100.08
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	FIRE/#4-2323 PRUNERIDGE	General Fund	131.81
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POOL/BUCHER-REBIERO	General Fund	8.11
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POOL/BACHER-REBIERO STS	General Fund	6,366.42
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	FIRE/#9-3011 CORVIN	General Fund	65.73
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	FIRE/#6-888 AGNEW RD	General Fund	671.24
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POOL/3750 DELA CRUZ	General Fund	68.44
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POOL/2625 PATRICIA	General Fund	24,396.44
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	YOUTH SOCCER 5049 CENTENNIAL	General Fund	8.66
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	PARKS/4750 LICK MILL BLVD	General Fund	235.20
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	GYM/2450 CABRILLO	General Fund	520.68
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	SPORTS CTR/3445 BENTON	General Fund	26.72
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	CRC/969 KIELY	General Fund	2,525.82
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	LIBRARY/2635 HOMESTEAD	General Fund	2,754.50
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	2975 LAFAYETTE ST.	General Fund	55.39
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	15.63
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	10.11
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	PUMP/4495 N 1ST ST	Sewer Utility	3,529.16

01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	9.66
01/28/2022	PG&E	00508331	2490226441-5 DEC2021A	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	263.09
Total for Payment No.:						61,648.58

Payment No: 021999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	COUNTY OF SANTA CLARA	00507362	1800079374	SCCSO CC NFL 11282021	General Fund	15,936.50
01/21/2022	COUNTY OF SANTA CLARA	00507363	1800079373	SCCSO transp dep NFL 11282021	General Fund	8,460.00
01/21/2022	COUNTY OF SANTA CLARA	00507364	1800079419	SCCSO transp dep NFL 12192021	General Fund	9,461.10
01/21/2022	COUNTY OF SANTA CLARA	00507365	1800079529	SCCSO EOD NFL 11072021	General Fund	9,152.00
01/21/2022	COUNTY OF SANTA CLARA	00507365	1800079529	SCCSO EOD NFL 11152021	General Fund	4,914.00
01/21/2022	COUNTY OF SANTA CLARA	00507365	1800079529	SCCSO EOD NFL 11282021	General Fund	4,292.50
01/21/2022	COUNTY OF SANTA CLARA	00507577	1800079595	transp dep NFL 01022022	General Fund	7,966.50
Total for Payment No.:						60,182.60

Payment No: 021931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AIR PRODUCTS & CHEMICALS	00507481	419237243	PURCHASE OF RA CAPACITY DEC21	Electric Utility	60,000.00
Total for Payment No.:						60,000.00

Payment No: 701963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	4LEAF, INC.	00507643	J3808B	Agreement for Plan Review and	Building New Dvlpmnt Srcv Fee	34,277.50
01/14/2022	4LEAF, INC.	00507644	755-21-003A	Agreement for Plan Review and	Building New Dvlpmnt Srcv Fee	25,130.00
Total for Payment No.:						59,407.50

Payment No: 021962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022		00507658	407978	LEGAL SERVICES - CHANGE ORDER	Related Santa Clara Dvlpr Fund	21,113.46
01/14/2022		00507658	407978	LEGAL SERVICES ? CHANGE ORDER	Related Santa Clara Dvlpr Fund	33,624.74
01/14/2022		00507659	408637	LEGAL SERVICES ? CHANGE ORDER	Related Santa Clara Dvlpr Fund	2,472.84
01/14/2022		00507660	408639	LEGAL SERVICES ? CHANGE ORDER	Related Santa Clara Dvlpr Fund	1,692.00
Total for Payment No.:						58,903.04

Payment No: 021889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MISSION TRAIL WASTE SYSTEMS	00506859	m705	FOOD SCRAP PROCSNG- OCT 21	Solid Waste Program	57,057.59
Total for Payment No.:						57,057.59

Payment No: 701947

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ENVIRONMENTAL SYSTEMS INC	00507857	8503-8	RETENTION	Public Buildings	-2,968.99
01/14/2022	ENVIRONMENTAL SYSTEMS INC	00507857	8503-8	15% CONTINGENCY.	Public Buildings	59,379.88
Total for Payment No.:						56,410.89

Payment No: 022024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507287	0000465182	SC CORP YARD-GARBG SRVC NOV 21	Solid Waste Program	30,603.71
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507288	0000465183	DEBRIS BIN SRVC- NOV 2021	Water Utility	294.27
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507288	0000465183	DEBRIS BIN SRVC- NOV 2021	Cemetery	1,392.40
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507288	0000465183	DEBRIS BIN SRVC- NOV 2021	General Fund	572.97
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507288	0000465183	DEBRIS BIN SRVC- NOV 2021	General Fund	4,832.49
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507288	0000465183	DEBRIS BIN SRVC- NOV 2021	Electric Utility	1,924.86

01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	Water Utility	1,078.44
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	Solid Waste Program	752.93
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	3,768.18
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	3,974.49
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	925.10
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	473.90
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	63.73
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	General Fund	1,528.09
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	Electric Utility	2,422.69
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507289	0000465621	CART&FRONT LD BIN SRVC- DEC 21	Electric Utility	265.80
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00507290	0000465627	GARBG SRVCS- SVP DEC 21	Electric Utility	1,002.60
Total for Payment No.:						55,876.65

Payment No: 022055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	VALLEY CONCRETE INC	00507441	120721	REMOVE/REPLACE CONCRETE/DIRT	Streets And Highways	55,787.88
Total for Payment No.:						55,787.88

Payment No: 022076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	EFFICIENCY SERVICES GROUP, LLC	00508306	1737	EXTER/PRKING LOT LITE SEP21	Elec OperatingGrant Trust Fund	4,075.00
01/28/2022	EFFICIENCY SERVICES GROUP, LLC	00508306	1737	EXTER/PRKING LOT LITE SEP21	Elec OperatingGrant Trust Fund	51,214.00
Total for Payment No.:						55,289.00

Payment No: 702126

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SAN FRANCISCO SHERIFF'S DEPT	00507579	12867JAN2022	SFSD NFL 11072021	General Fund	21,567.00
01/21/2022	SAN FRANCISCO SHERIFF'S DEPT	00507579	12867JAN2022	SFSD NFL 11152021	General Fund	17,454.00
01/21/2022	SAN FRANCISCO SHERIFF'S DEPT	00507579	12867JAN2022	SFSD NFL 11282021	General Fund	16,107.00
				Total for Payment No.:		55,128.00

Payment No: 021943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ELSTER SOLUTIONS LLC	00507149	5258595680	2022 SMA 1/1/22-12/31/22	Electric Utility Construction	54,296.24
				Total for Payment No.:		54,296.24

Payment No: 702018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	NATIONAL CAR CHARGING LLC	00507465	1992	ENG SRVS FOR EV CHARGING STATI	Electric Utility Construction	42,261.00
01/14/2022	NATIONAL CAR CHARGING LLC	00507465	1992	MATERIALS FOR EV CHARGING STAT	Electric Utility Construction	10,500.00
				Total for Payment No.:		52,761.00

Payment No: W22252A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	AQUAMARINE WESTSIDE, LLC	00507367	SVP-01-001	VINTAGE REC PURCHASE AUG21	Electric Utility	51,888.00
				Total for Payment No.:		51,888.00

Payment No: 701801

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BEAR ELECTRICAL SOLUTIONS, INC.	00507385	13918	FY21/22 SIGNAL MAINTENANCE	General Fund	11,082.00
01/07/2022	BEAR ELECTRICAL SOLUTIONS, INC.	00507387	14091	FY21/22 SIGNAL MAINTENANCE	General Fund	1,900.00

01/07/2022	BEAR ELECTRICAL SOLUTIONS, INC.	00507390	1471	FY21/22 SIGNAL MAINTENANCE	General Fund	796.80
01/07/2022	BEAR ELECTRICAL SOLUTIONS, INC.	00507392	14272	FY21/22 SIGNAL MAINTENANCE	General Fund	35,324.70
01/07/2022	BEAR ELECTRICAL SOLUTIONS, INC.	00507395	14276	FY21/22 SIGNAL MAINTENANCE	General Fund	2,645.00
Total for Payment No.:						51,748.50

Payment No: 022115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VANTAGE DATA CENTERS	00507875	R19-DCR-0113-4	DATA CTR REBATE; 69113-02; 282	Elec OperatingGrant Trust Fund	2,060.64
01/28/2022	VANTAGE DATA CENTERS	00507876	R19-DCR-0116-4	DATA CTR REBATE; ACCT 76882-01	Elec OperatingGrant Trust Fund	47,939.83
Total for Payment No.:						50,000.47

Payment No: 022117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WESTERN STATES OIL CO	00507861	460863	UNLDED- PD MOTRCYCL	Fleet Operation Fund	70.13
01/28/2022	WESTERN STATES OIL CO	00507863	824118	REBILL FOR INV#822981	Fleet Operation Fund	24,827.66
01/28/2022	WESTERN STATES OIL CO	00508420	824049	RENEWABLE DIESEL	Fleet Operation Fund	23,341.20
Total for Payment No.:						48,238.99

Payment No: 702057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MISSION TRAIL WASTE SYSTEMS	00508001	1839JAN2022	REFUND-OVRPMNT 3RD AUDIT	General Fund	48,166.34
Total for Payment No.:						48,166.34

Payment No: 702142

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	TRUE BLUE AUTOMATION SERVICES	00508044	1341	SEWER ALLOCATIONS FOR ELECTRIC	Sewer Utility	35,805.69
01/21/2022	TRUE BLUE AUTOMATION SERVICES	00508045	1343	STORM ALLOCATIONS FOR ELECTRIC	Storm Drain	6,320.00

01/21/2022	TRUE BLUE AUTOMATION SERVICES	00508047	1344	WATER ALLOCATIONS FOR ELECTRIC	Water Utility	5,280.51
01/21/2022	TRUE BLUE AUTOMATION SERVICES	00508048	1345	WATER ALLOCATIONS FOR ELECTRIC	Water Utility	725.00
				Total for Payment No.:		48,131.20

Payment No: 021888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022		00507243	408956	LEGAL SERVICES - CHANGE ORDER	Electric Utility Construction	47,513.09
				Total for Payment No.:		47,513.09

Payment No: 701980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	BELLECCI & ASSOCIATES INC	00507743	20052-L	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	46,994.00
				Total for Payment No.:		46,994.00

Payment No: 022004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	EFFICIENCY SERVICES GROUP, LLC	00507610	3062	EXTER/PRKING LOT LITE DEC21	Elec OperatingGrant Trust Fund	2,775.00
01/21/2022	EFFICIENCY SERVICES GROUP, LLC	00507610	3062	EXTER/PRKING LOT LITE DEC21	Elec OperatingGrant Trust Fund	43,520.00
				Total for Payment No.:		46,295.00

Payment No: 702053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	NOR-CAL OVERHEAD INC	00507532	39908	DVR 850 DUANE OVERHEAD DOOR T	Electric Utility	41,753.42
01/21/2022	NOR-CAL OVERHEAD INC	00507532	39908	DVR 850 DUANE OVERHEAD DOOR	Electric Utility	4,355.93
				Total for Payment No.:		46,109.35

Payment No: 702145

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	VALLEY OIL CO	00508030	96344	UNLEADED GASOLINE	Fleet Operation Fund	21,786.25
01/21/2022	VALLEY OIL CO	00508031	96343	UNLEADED GASOLINE	Fleet Operation Fund	21,791.81
01/21/2022	VALLEY OIL CO	00508032	94160	UNLEADED GASOLINE	Fleet Operation Fund	2,297.46
Total for Payment No.:						45,875.52

Payment No: 702048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GROUNDSWELL LANDSCAPE DESIGN	00508072	121021	AGREEMENT FOR MAGICAL BRIDGE A	Parks And Recreation	45,305.00
Total for Payment No.:						45,305.00

Payment No: 702184

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	BELLECCI & ASSOCIATES INC	00508374	20052-M	DESIGN PROFESSIONAL SERVICES F	Streets And Highways	45,222.75
Total for Payment No.:						45,222.75

Payment No: 021905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506583	6751776993-0 DEC2021	GAS TRANSPORT COGEN NOV21	Electric Utility	44,824.85
Total for Payment No.:						44,824.85

Payment No: 022111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	THERMAL MECHANICAL INC	00507972	AC82712	SENIOR CENTER POOL LABOR	General Fund	34,297.25
01/28/2022	THERMAL MECHANICAL INC	00507972	AC82712	SENIOR CENTER POOL MATERIALS	General Fund	10,136.38
Total for Payment No.:						44,433.63

Payment No: 702136

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SWRCB	00507595	SW-0222942	NPDES SW MUNICIPAL- 10/21-9/22	General Fund	44,169.00
				Total for Payment No.:		44,169.00

Payment No: 702068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	BY GEORGE CONSTRUCTION	00507578	CMR 123	HOME REPAIR/UPGRDE ORTEGA LOAN	H.U.D Capital Projects	42,900.00
01/21/2022	BY GEORGE CONSTRUCTION	00507578	CMR 123	ORTEGA - 10574 LOAN	H.U.D Capital Projects	42,900.00
01/21/2022	BY GEORGE CONSTRUCTION	00507578	CMR 123	ORTEGA - 10574 LOAN	H.U.D Capital Projects	-42,900.00
01/21/2022	BY GEORGE CONSTRUCTION	00507578	CMR 123	REPAIR ORTEGA 10574 GRANT	H.U.D Capital Projects	1,000.00
				Total for Payment No.:		43,900.00

Payment No: W22264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/27/2022	US DEPT OF ENERGY	00508428	NNPB000271221S	WT COTP LOSS-FIN STLMNTS DEC21	Electric Utility	43,801.99
				Total for Payment No.:		43,801.99

Payment No: 021907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506620	0541963339-0 NOV2021	TS @ CALVERT/CALVERT	General Fund	38.86
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POOL/2250 ROYAL	General Fund	5,829.47
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	SR CNTR 1303 FREMONT ST	General Fund	1,678.36
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	NORTHSIDE LIB 695 MORELAND WAY	General Fund	62.08
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	FIRE-STA2 1900 WALSH AVE.	General Fund	284.73
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	CITY HALL-1500 WARBURTON	General Fund	1,919.81
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POLICE/601 EL CAMINO	General Fund	2,709.58

01/07/2022	PG&E	00507103	2490226441-5 DEC2021	COMM SVCS-1515 EL CAMINO REAL	General Fund	18.44
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	BERMAN BLDG-1405 CIVIC CTR	General Fund	189.10
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	FIRE/#1 777 BENTON	General Fund	1,042.01
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	FIRE/#4-2323 PRUNERIDGE	General Fund	81.70
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POOL/BUCHER-REBIERO	General Fund	7.84
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POOL/BACHER-REBIERO STS	General Fund	4,744.67
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	FIRE/#9-3011 CORVIN	General Fund	32.65
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	GYM/2450 CABRILLO	General Fund	160.84
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	SPORTS CTR/3445 BENTON	General Fund	12.41
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	CRC/969 KIELY	General Fund	1,243.49
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	LIBRARY/2635 HOMESTEAD	General Fund	2,345.22
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POOL/2625 PATRICIA	General Fund	17,667.51
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	YOUTH SOCCER 5049 CENTENNIAL	General Fund	7.84
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	PARKS/4750 LICK MILL BLVD	General Fund	46.88
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	FIRE/#6-888 AGNEW RD	General Fund	308.88
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POOL/3750 DELA CRUZ	General Fund	76.21
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	2975 LAFAYETTE ST.	General Fund	7.84
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	POL SUBSTN/3992 RIVERMARK PLZ	General Fund	261.65
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	PUMP/ELEC-LAWRENCE/HSTEAD	Sewer Utility	9.72
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	PUMP/4495 N 1ST ST	Sewer Utility	2,329.40
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	BACKUP GEN/2279 CALLE DE LUNA	Sewer Utility	7.84
01/07/2022	PG&E	00507103	2490226441-5 DEC2021	AUTO SVCS/1700 WALSH 50%	Fleet Operation Fund	48.28
				Total for Payment No.:		43,173.31

Payment No: 021912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RODNEY C PEOPLES	00506463	R211208	B-LINE BYPASS #8332-S11	Solid Waste Utility-Constructi	43,172.88
				Total for Payment No.:		43,172.88

Payment No: 702024

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022		00507736	6599	GENERAL ADVICE-10/31/21 LEGAL	General Fund	15,551.87
01/14/2022		00507737	6600	PERSONNEL ADVICE-10/31/21 LEGAL	General Fund	11,442.96
01/14/2022		00507738	6787	PERSONNEL ADVICE-11/30/21 LEGAL	General Fund	2,250.20
01/14/2022		00507739	6788	GENERAL ADVICE-11/30/21 LEGAL	General Fund	13,579.30
Total for Payment No.:						42,824.33

Payment No: 701984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CORE & MAIN LP	00506975	P079121	K SOFT CU TUBE	Water Utility Construction	2,834.00
01/14/2022	CORE & MAIN LP	00506976	P529038	ASSORTED PARTS	Water Utility	9,910.21
01/14/2022	CORE & MAIN LP	00506979	P880379	CLOW HYDRANTS	Water Utility	16,346.93
01/14/2022	CORE & MAIN LP	00507729	Q027428	SADDLE, SERVICE, 10IN AC/CI X	Water Utility	1,833.30
01/14/2022	CORE & MAIN LP	00507732	Q067083	BEND, 11-1/4 DEGREES, 8IN, MJ,	Water Utility	791.15
01/14/2022	CORE & MAIN LP	00507735	Q099457	4" WILKINS 375 375ASTNRS RPPA	Water Utility	7,791.53
01/14/2022	CORE & MAIN LP	00507735	Q099457	3" 375ASTNRS RPA BFP ASSEMBLY	Water Utility	3,273.75
Total for Payment No.:						42,780.87

Payment No: 701966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ADVANCED ENERGY SOLUTIONS INC	00506981	R22-NPGR-0044	NONPROFIT LTG REBATE 62978-2	Elec OperatingGrant Trust Fund	25,000.00
01/14/2022	ADVANCED ENERGY SOLUTIONS INC	00506984	R22-SBGR-0057	SM BUSI LTG REBATE; 79778-02	Elec OperatingGrant Trust Fund	7,446.00
01/14/2022	ADVANCED ENERGY SOLUTIONS INC	00506985	R22-SBGR-0090	SM BUSI LTG REBATE; 61839-03	Elec OperatingGrant Trust Fund	10,000.00
Total for Payment No.:						42,446.00

Payment No: 701929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	UNIQUE SCAFFOLDING	00507206	22759	LABOR	Electric Utility	4,715.38
01/07/2022	UNIQUE SCAFFOLDING	00507206	22759	MATERIALS	Electric Utility	715.67
01/07/2022	UNIQUE SCAFFOLDING	00507207	22919	LABOR	Electric Utility	12,446.41
01/07/2022	UNIQUE SCAFFOLDING	00507207	22919	MATERIALS	Electric Utility	357.84
01/07/2022	UNIQUE SCAFFOLDING	00507418	22965	LABOR	Electric Utility	9,715.73
01/07/2022	UNIQUE SCAFFOLDING	00507419	23029	LABOR	Electric Utility	10,156.49
01/07/2022	UNIQUE SCAFFOLDING	00507454	23066	LABOR	Electric Utility	3,000.00
				Total for Payment No.:		41,107.52

Payment No: 021950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GE GRID SOLUTIONS, LLC	00507715	1474771	OAKS JUNCTION SUB NEW OC-48 NO	Electric Utility Construction	40,465.14
				Total for Payment No.:		40,465.14

Payment No: W22250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	SAN FRANCISCO, CITY AND COUNTY OF	00507582	CPSF-SVP202112	WT:PURCHASE RA CAPACITY DEC21	Electric Utility	39,900.00
				Total for Payment No.:		39,900.00

Payment No: 021844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BAY AREA TREE SPECIALISTS	00506012	67350	PRIORITY PRUNING IN ELK GROVE	Cemetery	3,300.00
01/07/2022	BAY AREA TREE SPECIALISTS	00506131	67305	TREE PRUNING	General Fund	2,558.42
01/07/2022	BAY AREA TREE SPECIALISTS	00506132	67357	TREE PRUNING	General Fund	14,937.50
01/07/2022	BAY AREA TREE SPECIALISTS	00506133	67716	TREE PRUNING-FIRE STATION 6	General Fund	4,795.00
01/07/2022	BAY AREA TREE SPECIALISTS	00506134	67731	TREE PRUNING-FIRE STATION 5	General Fund	1,195.00
01/07/2022	BAY AREA TREE SPECIALISTS	00506507	67477	FATJO FIELD LIGHTS BUCKET	General Fund	2,500.00

				USED		
01/07/2022	BAY AREA TREE SPECIALISTS	00506543	67752	TREE PRUNING LABOR CHGS	General Fund	3,230.00
01/07/2022	BAY AREA TREE SPECIALISTS	00506544	67753	TREE PRUNING LABOR CHGS	General Fund	3,850.00
01/07/2022	BAY AREA TREE SPECIALISTS	00507402	67768	TREE SERVICES AND REMOVAL	General Fund	2,610.00
				Total for Payment No.:		38,975.92

Payment No: W22259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	THE LEW EDWARDS GROUP	00508330	21-01	WT Voter Reserch, Strtgc Cons	General Fund	36,300.00
				Total for Payment No.:		36,300.00

Payment No: 021860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ELECTRICAL CONSULTANTS INC	00507042	96419	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	16,266.50
01/07/2022	ELECTRICAL CONSULTANTS INC	00507214	97413	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	15,911.00
01/07/2022	ELECTRICAL CONSULTANTS INC	00507488	98040	ENGINEERING SERVICES FOR REVIE	Electric Utility Construction	3,670.00
				Total for Payment No.:		35,847.50

Payment No: 021835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	3DEGREES GROUP INC	00504947	21703	WSTRN NATL WIND BULK REC OCT21	Electric Utility	1,591.25
01/07/2022	3DEGREES GROUP INC	00504947	21703	SC GREEN PWR MARKET REC OCT21	Electric Utility	33,248.00
				Total for Payment No.:		34,839.25

Payment No: 021927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/14/2022	BENEFIT COORDINATORS CORP	00507908	33496JAN2022	LIFE & DISABILITY INS B2201	Payroll Liability&ClearingAcct	10,064.74
01/14/2022	BENEFIT COORDINATORS CORP	00507908	33496JAN2022	LIFE & DISABILITY INS B2201	Payroll Liability&ClearingAcct	3,676.83
01/14/2022	BENEFIT COORDINATORS CORP	00507908	33496JAN2022	LIFE & DISABILITY INS B2201	Payroll Liability&ClearingAcct	3,911.54
01/14/2022	BENEFIT COORDINATORS CORP	00507908	33496JAN2022	LIFE & DISABILITY INS B2201	Payroll Liability&ClearingAcct	12,584.80
01/14/2022	BENEFIT COORDINATORS CORP	00507908	33496JAN2022	LIFE & DISABILITY INS B2201	Payroll Liability&ClearingAcct	4,502.30
Total for Payment No.:						34,740.21

Payment No: 021984

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	3DEGREES GROUP INC	00507607	22037	WSTRN NATL WIND BULK REC NOV21	Electric Utility	1,591.25
01/21/2022	3DEGREES GROUP INC	00507607	22037	SC GREEN PWR MARKET REC NOV21	Electric Utility	33,047.88
Total for Payment No.:						34,639.13

Payment No: 701790

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ADVANCED MOBILITY GROUP	00507236	20924	CITYWIDE SCHOOL TRAFFIC IMPROV	Streets And Highways	34,100.00
Total for Payment No.:						34,100.00

Payment No: 702040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	UNIQUE SCAFFOLDING	00507703	23038	LABOR	Electric Utility	20,266.98
01/14/2022	UNIQUE SCAFFOLDING	00507703	23038	MATERIAL	Electric Utility	1,581.58
01/14/2022	UNIQUE SCAFFOLDING	00507704	23083	LABOR	Electric Utility	7,798.80
01/14/2022	UNIQUE SCAFFOLDING	00507705	23085	LABOR	Electric Utility	2,960.82
Total for Payment No.:						32,608.18

Payment No: 702038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TRC	00507817	343379	ENGINEERING AND DESIGN SUPPORT	Electric Utility Construction	32,356.00
Total for Payment No.:						32,356.00

Payment No: 701918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SWRCB	00506464	WD-0193615	CSC ANNUAL PERMIT FEE-LANDFILL	Solid Waste Utility-Constructi	31,973.00
Total for Payment No.:						31,973.00

Payment No: 022061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	INTL FIREFIGHTERS LOCAL 1171	00508646	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	31,825.84
Total for Payment No.:						31,825.84

Payment No: 022087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HITACHI ENERGY USA INC.	00508493	8600105280	TRANSFORMER, PAD, 2000 KVA, 48	Electric Utility	31,782.66
Total for Payment No.:						31,782.66

Payment No: 022044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RODNEY C PEOPLES	00507304	R211214	LANDFILL SERVICES- DEC 21	Solid Waste Utility-Constructi	30,855.32
01/21/2022	RODNEY C PEOPLES	00507304	R211214	RELATED SERVICES- DEC 21	Related Santa Clara Dvlpr Fund	375.00
Total for Payment No.:						31,230.32

Payment No: 701905

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SELMA NISSAN/HONDA	00507439	FN97793	2021 NISSAN LEAF S (17011) WIT	Vehicle Replacement Fund	30,859.46
01/07/2022	SELMA NISSAN/HONDA	00507439	FN97793	CA TIRE TAX	Vehicle Replacement Fund	7.00
01/07/2022	SELMA NISSAN/HONDA	00507439	FN97793	DELIVERY TO SANTA CLARA	Vehicle Replacement Fund	300.00
Total for Payment No.:						31,166.46

Payment No: 021847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BROWNING FERRIS INDUSTRIES	00506848	M2101000	WATER DEPT CHGS OCT 2021	Water Utility	21,822.65
01/07/2022	BROWNING FERRIS INDUSTRIES	00506848	M2101000	LANDFILL SERVICES OCT 2021	Solid Waste Program	9,321.28
Total for Payment No.:						31,143.93

Payment No: 022098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PERKINS + WILL, INC.	00508368	0187277	Amendment No 3, dated 8-27-20	Planning Div-Prefund PlanRview	30,886.25
Total for Payment No.:						30,886.25

Payment No: 022023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MILTON SECURITY GROUP LLC	00507490	2021990	NOC/SOC SERVICES	Electric Utility	11,520.00
01/21/2022	MILTON SECURITY GROUP LLC	00507490	2021990	AMI/MDMS PROJECT SUPPORT	Electric Utility	9,600.00
01/21/2022	MILTON SECURITY GROUP LLC	00507490	2021990	OSISOFT PI SYSTEM SERVICE	Electric Utility	7,200.00
01/21/2022	MILTON SECURITY GROUP LLC	00507490	2021990	SHAREPOINT SUPPORT/MGMT SVCS	Electric Utility	2,400.00
Total for Payment No.:						30,720.00

Payment No: W22225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/03/2022	CITY OF SAN JOSE	00506421	56	WT RA CAPACITY PURCHASE NOV21	Electric Utility	30,500.00
				Total for Payment No.:		30,500.00

Payment No: 021877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INFOSEND INC	00506019	197608	BILL PRINT & MAIL	General Fund	16,414.36
01/07/2022	INFOSEND INC	00506019	197608	CMO - MISSION CITY NEWS-AUG	General Fund	1,263.39
01/07/2022	INFOSEND INC	00506019	197608	TAXABLE	General Fund	6,285.51
01/07/2022	INFOSEND INC	00506019	197608	ELECTRIC - JULY INSERT	Elec OperatingGrant Trust Fund	18.60
01/07/2022	INFOSEND INC	00506019	197608	ELECTRIC - AUGUST INSERT	Elec OperatingGrant Trust Fund	1,780.07
01/07/2022	INFOSEND INC	00506020	198134	BILL PRINT & MAIL	General Fund	2,464.24
01/07/2022	INFOSEND INC	00506020	198134	CMO - MISSION CITY NEWS-AUG	General Fund	24.01
01/07/2022	INFOSEND INC	00506020	198134	TAXABLE	General Fund	159.33
01/07/2022	INFOSEND INC	00506020	198134	ELECTRIC - AUGUST INSERT	Elec OperatingGrant Trust Fund	23.01
01/07/2022	INFOSEND INC	00506354	201319	TAX & LICENSE MAILING TAXABLE	General Fund	364.14
01/07/2022	INFOSEND INC	00506354	201319	TAX & LICENSE MAILING NON-Tax	General Fund	1,693.55
				Total for Payment No.:		30,490.21

Payment No: 021929

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ACCELA INC	00507640	INV-ACC55061	PublicStuff Pro Software Licen	Information Technology Service	22,360.88
01/14/2022	ACCELA INC	00507640	INV-ACC55061	Lucity Integration	Information Technology Service	3,001.46
01/14/2022	ACCELA INC	00507640	INV-ACC55061	Active Directory Integration	Information Technology Service	750.37
01/14/2022	ACCELA INC	00507640	INV-ACC55061	Accela CRM - Interface - ESRI/	Information Technology	3,932.39

Service

Total for Payment No.: 30,045.10

Payment No: 022047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SHUMS CODA ASSOC	00507707	6821	AGREEMENT FOR SERVICES TO PERF	Building New Dvlpmnt Srvc Fee	15,200.00
01/21/2022	SHUMS CODA ASSOC	00508008	6889R2	AGREEMENT FOR SERVICES TO PERF	Building New Dvlpmnt Srvc Fee	14,250.00
Total for Payment No.:						29,450.00

Payment No: 021849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	[REDACTED]	00507219	275394	CHANGE ORDER #1: ADDITIONAL FU LEGAL	Related Santa Clara Dvlpr Fund	28,854.00
Total for Payment No.:						28,854.00

Payment No: 701841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FREEWAY TOYOTA OF HANFORD	00507106	4177134	2021 TOYOTA CAMRY HY (2559)	Vehicle Replacement Fund	28,779.34
01/07/2022	FREEWAY TOYOTA OF HANFORD	00507106	4177134	CA TIRE TAX	Vehicle Replacement Fund	8.85
Total for Payment No.:						28,788.19

Payment No: 702187

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CASCADIA CONSULTING GROUP, INC	00508365	8436	Climate Action Plan 2020	General Fund	28,736.25
Total for Payment No.:						28,736.25

Payment No: 021890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MITSUBISHI POWER AMERICAS, INC	00507108	80016784	PN# MY-02611-000006 - STEM VA	Electric Utility	15,322.41
01/07/2022	MITSUBISHI POWER AMERICAS, INC	00507108	80016784	PN# MY-02611-000008 - BUSHING	Electric Utility	13,195.07
01/07/2022	MITSUBISHI POWER AMERICAS, INC	00507447	80016834	PN# MY-02612-000085 - PACKING	Electric Utility	72.49
				Total for Payment No.:		28,589.97

Payment No: 021989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ANIXTER INC.	00507503	22K395930	1700 WALSH	General Fund	1,121.28
01/21/2022	ANIXTER INC.	00507507	43GFBBN20	CHARGE	General Fund	15.93
01/21/2022	ANIXTER INC.	00508139	5045735-04	TERMINATION, COLD SHRINK TUBIN	Electric Utility	26,910.23
				Total for Payment No.:		28,047.44

Payment No: 701987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CSG CONSULTANTS INC	00507742	39887	DESIGN SERVICES FOR THE SC SCH	Streets And Highways	11,232.50
01/14/2022	CSG CONSULTANTS INC	00507744	40645	FIRST CONTRACT EXTENSION - BAS	Streets And Highways	32.50
01/14/2022	CSG CONSULTANTS INC	00507744	40645	FIRST CONTRACT EXTENSION - ADD	Streets And Highways	16,520.00
				Total for Payment No.:		27,785.00

Payment No: W22248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	PIONEER COMMUNITY ENERGY	00507773	204	WT:PURCHASE RA CAPACITY DEC21	Electric Utility	27,500.00
				Total for Payment No.:		27,500.00

Payment No: 021963

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MOORE IACOFANO GOLTSMAN, INC	00507831	0071136	FREEDOM CIRCLE FOCUS AREA PLAN	Planning Div-Prefund PlanRview	5,138.30
01/14/2022	MOORE IACOFANO GOLTSMAN, INC	00507837	0072063	FREEDOM CIRCLE FOCUS AREA PLAN	Planning Div-Prefund PlanRview	20,921.00
				Total for Payment No.:		26,059.30

Payment No: 701765

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GOLDEN BAY CONSTRUCTION	00507359	1150DEC2021	RETENTION RELEASE	Streets And Highways	26,013.84
				Total for Payment No.:		26,013.84

Payment No: 022082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GEORGE HILLS COMPANY, INC	00507313	INV1020439	Claim Adjusting	Special Liability Insurance	12,553.70
01/28/2022	GEORGE HILLS COMPANY, INC	00507315	INV1020600	Claim Adjusting	Special Liability Insurance	13,383.10
01/28/2022	GEORGE HILLS COMPANY, INC	00507315	INV1020600	Levi's Stadium	Special Liability Insurance	50.00
01/28/2022	GEORGE HILLS COMPANY, INC	00507316	CREDIT000000000375	Claim Adjusting	Special Liability Insurance	-80.00
01/28/2022	GEORGE HILLS COMPANY, INC	00507317	CREDIT000000000376	Claim Adjusting	Special Liability Insurance	-48.00
01/28/2022	GEORGE HILLS COMPANY, INC	00507318	CREDIT000000000409	Claim Adjusting	Special Liability Insurance	-250.00
01/28/2022	GEORGE HILLS COMPANY, INC	00508466	1299DEC2021	O/S BAL IN CONJUNCTION R#69124	Special Liability Insurance	150.00
				Total for Payment No.:		25,758.80

Payment No: 701844

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GEXPRO	00507180	S130583434.005	TRANSFORMER, PAD, 1000 KVA, 48	Electric Utility	25,308.27
				Total for Payment No.:		25,308.27

Payment No: 701938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WEST COAST ARBORISTS INC	00506578	179819	PLANTING LABOR CHGS	Streets And Highways	7,098.00
01/07/2022	WEST COAST ARBORISTS INC	00506608	180261	PLANTING CHARGES	Streets And Highways	18,207.00
Total for Payment No.:						25,305.00

Payment No: 021892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MUNISERVICES LLC	00507382	INV06-013279	SALES, USE AND TRANSACTIONS TA	General Fund	25,278.62
Total for Payment No.:						25,278.62

Payment No: 701821

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CUBIC ITS, INC	00507328	90096844	2 Year SMA: Update City of San	Streets And Highways	25,000.00
Total for Payment No.:						25,000.00

Payment No: 702094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	JONES LANG LASALLE AMERICAS INC	00507871	US002HOT004379	DMO: Consulting Services for t	Deposit Funds.	5,000.00
01/21/2022	JONES LANG LASALLE AMERICAS INC	00507871	US002HOT004379	CMO: Consulting Services for t	Convention Center Enterprise F	7,500.00
01/21/2022	JONES LANG LASALLE AMERICAS INC	00507874	US002HOT004450	DMO: Consulting Services for t	Deposit Funds.	5,000.00
01/21/2022	JONES LANG LASALLE AMERICAS INC	00507874	US002HOT004450	CMO: Consulting Services for t	Convention Center Enterprise F	7,500.00
Total for Payment No.:						25,000.00

Payment No: 702183

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508394	24081	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	1,589.84

01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508397	23878	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	480.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508398	23765	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	1,589.84
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508399	23868	SEWER DIV. - LANDSCAPING VARI	Water Utility Construction	6,000.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508400	24115	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	950.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508400	24115	SEWER DIV. - LANDSCAPING VARI	Water Utility Construction	2,560.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508402	24228	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	1,232.50
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508403	24158	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	1,200.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508404	24157	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	480.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508406	24126	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	400.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508407	24125	SEWER DIV. - LANDSCAPING VARI	Water Utility Construction	3,120.00
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508410	24362	WATER DIV. - LANDSCAPING VARI	Water Utility Construction	3,216.43
01/28/2022	BAYSCAPE LANDSCAPE MANAGEMENT	00508410	24362	SEWER DIV. - LANDSCAPING VARI	Water Utility Construction	1,778.77
Total for Payment No.:						24,597.38

Payment No: 701912

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	STANTEC CONSULTING SERVICES	00507250	1840797	RODONOVAN SURVEYING, SUB-SURFA	Electric Utility Construction	5,446.50
01/07/2022	STANTEC CONSULTING SERVICES	00507251	1840799	RODONOVAN SURVEYING, SUB-SURFA	Electric Utility Construction	1,743.00
01/07/2022	STANTEC CONSULTING SERVICES	00507351	1865602	RODONOVAN SURVEYING, SUB-SURFA	Electric Utility Construction	17,406.00
Total for Payment No.:						24,595.50

Payment No: 021875

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HSQ TECHNOLOGY INC	00505497	012/210294	2021 MISER SCADA SYSTEM UPGRAD	Water Utility Construction	24,465.70
				Total for Payment No.:		24,465.70

Payment No: 022046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SEDGWICK CLAIMS MGMT SVCS INC	00508056	400000081614	WORKERS' COMP SVCS -FEB 2022	Workers Compensation	24,241.00
				Total for Payment No.:		24,241.00

Payment No: 702041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VALLEY OIL CO	00507635	96191	UNLEADED GASOLINE	Fleet Operation Fund	22,806.54
				Total for Payment No.:		22,806.54

Payment No: 702226

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507992	136419	CSC & VTA LANDSCPNG SRV-DEC 21	General Fund	3,635.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507992	136419	UTILITY CENTER PATIO- DEC 21	Electric Utility	150.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507992	136419	SVP LANDSCPNG SRV- DEC 21	Electric Utility	3,000.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507992	136419	DVR POWER STATN- DEC 21	Electric Utility	600.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507992	136419	SVP LNDCPNG SRVC- QRTLY DEC 21	Electric Utility	1,900.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507993	415952	SVP- WEED ABTMNT MULTISUBSTS	Electric Utility	12,960.00
01/28/2022	NEW IMAGE LANDSCAPE COMPANY	00507994	415953	SVP- IRRIGN REPRS ST 1&10 1/22	Electric Utility	475.00
				Total for Payment No.:		22,720.00

Payment No: 702171

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	ADVANCED ENERGY SOLUTIONS INC	00507865	R22-SBGR-0158	SM BUSI LTG REBATE; ACT 33289	Elec OperatingGrant Trust Fund	10,000.00
01/28/2022	ADVANCED ENERGY SOLUTIONS INC	00507866	R22-SBGR-0150	SM BUSI LTG REBATE; ACT16395-2	Elec OperatingGrant Trust Fund	5,053.16
01/28/2022	ADVANCED ENERGY SOLUTIONS INC	00507868	R22-SBGR-0101	SM BUSI LTG REBATE; ACT54270-6	Elec OperatingGrant Trust Fund	7,175.73
01/28/2022	ADVANCED ENERGY SOLUTIONS INC	00507877	R22-SLR-0103	SM BUSI LTG REBATE; 78417-03	Elec OperatingGrant Trust Fund	490.00
Total for Payment No.:						22,718.89

Payment No: 702244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SCHAAF & WHEELER CONSULTING	00508491	35220	AGREEMENT FOR DESIGN PROFESSIO	Storm Drain	22,493.32
Total for Payment No.:						22,493.32

Payment No: 702257

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VALLEY OIL CO	00508386	99276	UNLEADED GASOLINE	Fleet Operation Fund	22,324.80
Total for Payment No.:						22,324.80

Payment No: 022013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	HITACHI ENERGY USA INC.	00507482	8600136264	NMARKET CA MTCE JAN22-MAR22 Q2	Electric Utility	22,260.88
Total for Payment No.:						22,260.88

Payment No: 702146

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	WATERPROOFING ASSOC	00507536	46857	GUTTER CLEANING CENTRAL LIB	General Fund	22,221.00
Total for Payment No.:						22,221.00

Payment No: 022113

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TRITON MUSEUM OF ART	00508464	2887JAN2022	Grant/Contribution Agreement w	General Fund	22,167.00
				Total for Payment No.:		22,167.00

Payment No: 702223

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	MOTT MACDONALD GROUP, LLC	00508389	100250-12	LAFAYETTE ST UNDERPASS AT SUBW	Storm Drain	6,218.75
01/28/2022	MOTT MACDONALD GROUP, LLC	00508478	504100382-07	STORM DRAIN SLIDE GATE REHABIL	Storm Drain	15,273.75
				Total for Payment No.:		21,492.50

Payment No: 021991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ASPEN ENVIRONMENTAL GROUP	00507491	3513.002-13	RATE & FEE ANALYSIS NOV21	Electric Utility	1,904.10
01/21/2022	ASPEN ENVIRONMENTAL GROUP	00507496	3513.001-13	AMI,MV90,MTR DATA ANALYS NOV21	Electric Utility	12,092.35
01/21/2022	ASPEN ENVIRONMENTAL GROUP	00508068	3360.001-29	SOUTHLOOP TASK A-1	Electric Utility Construction	7,005.95
				Total for Payment No.:		21,002.40

Payment No: 701815

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CORE & MAIN LP	00507063	P090205	HYDRANT, PAINTED WHITE 4IN STR	Water Utility Construction	18,660.80
01/07/2022	CORE & MAIN LP	00507373	O006796	BOX, TRAFFIC VALVE, G05 BOX	Water Utility Construction	786.81
01/07/2022	CORE & MAIN LP	00507373	O006796	G5 LID TYLER #670610502551(LI	Water Utility Construction	293.30
01/07/2022	CORE & MAIN LP	00507374	O006868	SADDLE, SERVICE 8IN CI/AC X 11	Water Utility Construction	583.54
01/07/2022	CORE & MAIN LP	00507374	O006868	#12 SOLID TRACING WIRE	Water Utility	408.75

Construction

Total for Payment No.: 20,733.20

Payment No: 702027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SCHAAF & WHEELER CONSULTING	00507881	34801	AGREEMENT FOR DESIGN PROFESSION	Storm Drain	20,328.38
Total for Payment No.:						20,328.38

Payment No: 702000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FIRST SHIELD SECURITY AND	00507726	2384	Security at SCG&T	Electric Utility	19,656.00
01/14/2022	FIRST SHIELD SECURITY AND	00507728	2385	Special Events	General Fund	390.00
Total for Payment No.:						20,046.00

Payment No: 021908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PLAN REVIEW CONSULTANTS INC	00507350	PRC2021-12	ADDITIONAL FUNDS PER AMENDMENT	Building New Dvlpmnt Svc Fee	19,997.21
Total for Payment No.:						19,997.21

Payment No: 021941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CORE BUSINESS TECHNOLOGIES	00506827	INV-11506	ANNUAL LICENSE - 16 STATIONS	General Fund	19,894.27
Total for Payment No.:						19,894.27

Payment No: W22256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	SANTA CLARA CONVENTION CENTER	00508332	2461JAN2022	WT: CIP PAYMENT -HOK #9	SCCC Capital Improvement Fund	19,866.60

Total for Payment No.: 19,866.60

Payment No: 021955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HOUSEKEYS INC	00507648	SC211215BMR	HOUSEKEYS FY21/22 BMR Program	City Affordable Housing	13,000.00
01/14/2022	HOUSEKEYS INC	00507649	SCBMP211215	BMP YEAR 2 HOUSEKEYS 12/1/21-1	City Affordable Housing	6,250.00
Total for Payment No.:						19,250.00

Payment No: 021919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	██████████	00507233	32362	CHANGE ORDER #1 LEGAL SERVICES	Special Liability Insurance	200.00
01/07/2022	██████████	00507249	32577	LEGAL SERVICES - CHANGE ORDER	Special Liability Insurance	18,662.50
Total for Payment No.:						18,862.50

Payment No: 701965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507153	373902	1HR DRIVER 12/8/21 LABOR	Electric Utility	67.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507153	373902	55 GAL RECON METAL DRUM UN1A2	Electric Utility	240.08
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	2 OILY DEBRIS	Electric Utility	330.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	2HR DRIVER 12/6/21	Electric Utility	134.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	TRANSPORTATION 55 GALLON	Electric Utility	66.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	PPE GEAR LEVEL D	Electric Utility	8.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	MANIFEST FEE	Electric Utility	30.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507154	374351	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	45.44
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	USED OIL	Electric Utility	145.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	2HR DRIVER 12/6/21	Electric Utility	134.00

01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	TRANSPORTATION 55 GALLON	Electric Utility	33.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	PPE GEAR LEVEL D	Electric Utility	8.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	MANIFEST FEE	Electric Utility	30.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507155	374352	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	28.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	OILY WATER WITH GASOLINE	Electric Utility	4,176.90
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	OILY WATER WITH GASOLINE	Electric Utility	1,903.50
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	10HR PREVAILING WAGE 12/14/21	Electric Utility	1,250.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	13HR PREVAILING WAGE 12/14/21	Electric Utility	1,950.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	10HR PREVAILING WAGE 12/14/21	Electric Utility	970.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	GEAR TRUCK BOB TAIL 12/14/21	Electric Utility	125.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	CONFINED SPACE - FULL GEAR SET	Electric Utility	750.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	SUPPLIES	Electric Utility	1,500.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	10HR PREVAILING WAGE 12/14/21	Electric Utility	1,160.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	PPE GEAR LEVEL C	Electric Utility	500.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	WASHOUT FEE FOR TANKER	Electric Utility	650.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	PROCESSING FEE	Electric Utility	500.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	SITE SAFETY EVALUATION	Electric Utility	500.00
01/14/2022	ADVANCED CHEMICAL TRANSPORT	00507156	374462	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	1,274.83
				Total for Payment No.:		18,508.75

Payment No: 021916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV CDD/BLDG PERMITS CELLULAR	Building New Dvlpmnt Svc Fee	182.84
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV CDD/BLDG INSP CELLULAR	Building New Dvlpmnt Svc Fee	208.96
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV PD CELLULAR SERVICE	General Fund	450.00
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV STADIUM CELLULAR SERVIC	General Fund	39.18
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV CMO CELLULAR SERVICE	General Fund	124.22

01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV PARKS CELLULAR SERVICE	General Fund	1,127.26
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV COUNCIL CELLULAR SERVICE	General Fund	91.42
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV CCD CELLULAR SERVICE	General Fund	78.66
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV HR CELLULAR SERVICE	General Fund	52.24
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV DPW CELLULAR SERVICE	General Fund	133.88
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV BLD MNT CELLULAR SERVICE	General Fund	143.66
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV STREETS CELLULAR SERVICE	General Fund	610.44
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV DPW CELLULAR	General Fund	39.18
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV CDD/PLANNING CELLULAR	General Fund	26.12
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV LIBRARY CELLULAR	General Fund	13.06
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV RECURRING CELL SERVICE	Information Technology Service	3,783.94
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV WATER CELLULAR SERVICE	Sewer Utility	1,379.24
01/07/2022	T-MOBILE	00507208	952058658-NOV2021	NOV PLANNING CELLULAR SERVICE	Other City Dept Op Grant Fund	13.06
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	CDD/BLDG PERMITS CELLULAR SERV	Building New Dvlpmnt Svc Fee	182.84
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	CDD/BLDG INSP CELLULAR SERVICE	Building New Dvlpmnt Svc Fee	208.96
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC CCD CELLULAR SERVICE	General Fund	78.66
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC CMO CELLULAR SERVICE	General Fund	124.22
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC PARKS CELLULAR SERVICE	General Fund	1,127.26
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC PD CELLULAR SERVICE	General Fund	450.00
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC STADIUM CELLULAR SERVICE	General Fund	39.18
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC COUNCIL CELLULAR SERVICE	General Fund	91.42
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC HR CELLULAR SERVICE	General Fund	52.24
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC DPW CELLULAR SERVICE	General Fund	133.88
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC BLD MNT CELLULAR SERVICE	General Fund	143.66
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC STREETS CELLULAR SERVICE	General Fund	610.44
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	CDD/PLANNING CELLULAR SERVICE	General Fund	26.12
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC DPW CELLULAR SERVICE	General Fund	39.18

01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC LIBRARY CELLULAR SERVICE	General Fund	1,138.50
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	CMO STADIUM CELLULAR SERVICE	S.C.Stadium Authority Ops	920.89
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC RECURRING CELL SERVICE	Information Technology Service	3,748.80
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC WATER CELLULAR SERVICE	Sewer Utility	761.98
01/07/2022	T-MOBILE	00507217	952058658-DEC2021	DEC PLANNING CELLULAR SERVICE	Other City Dept Op Grant Fund	13.06
Total for Payment No.:						18,388.65

Payment No: 021935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	████████████████████	00507645	911796	LEGAL SERVICES	Special Liability Insurance	6,010.25
01/14/2022	████████████████████	00507645	911796	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	4,648.58
01/14/2022	████████████████████	00507650	912934	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	1,079.00
01/14/2022	████████████████████	00507652	915583	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	5,432.71
01/14/2022	████████████████████	00507653	917833	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	637.00
01/14/2022	████████████████████	00507655	920902	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	331.81
01/14/2022	████████████████████	00507656	923257	LEGAL SERVICES ? CHANGE ORDER	Special Liability Insurance	65.00
Total for Payment No.:						18,204.35

Payment No: 701945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ASG BUILDERS	00507879	34904JAN2022	RETENTION RELEASE	Streets And Highways	18,139.85
Total for Payment No.:						18,139.85

Payment No: 021973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	RELIABILITY OPTIMIZATION INC	00507037	21-00133	PDM SERVICES DVR NOV21	Electric Utility	1,500.00
01/14/2022	RELIABILITY OPTIMIZATION INC	00507038	21-00134	PDM SERVICES DVR NOV21	Electric Utility	6,518.00
01/14/2022	RELIABILITY OPTIMIZATION INC	00507039	21-00135	PDM SERVICES COGEN NOV21	Electric Utility	609.38
01/14/2022	RELIABILITY OPTIMIZATION INC	00507264	21-00151	PDM SERVICES DVR DEC21	Electric Utility	9,037.60
01/14/2022	RELIABILITY OPTIMIZATION INC	00507566	21-00139	PDM SERVICES BLK BUT NOV21 PW	Electric Utility	468.75
Total for Payment No.:						18,133.73

Payment No: 702165

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PRISM	00508490	22100395	WORK COMP PREMIUM ADJ FY21- 22	Workers Compensation	18,094.00
Total for Payment No.:						18,094.00

Payment No: 022063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SANTA CLARA POLICE ASSN	00508649	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	18,048.44
Total for Payment No.:						18,048.44

Payment No: 701758

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CSG CONSULTANTS INC	00506613	40981	PCJPB-DLC PERMIT 17339	General Fund	5,600.00
01/07/2022	CSG CONSULTANTS INC	00506616	40982	PCJPB-CALABAZAS CRK-SCOTT	General Fund	10,080.00
01/07/2022	CSG CONSULTANTS INC	00506617	40992	PCJPB-DLC PERMIT 17339	General Fund	2,240.00
Total for Payment No.:						17,920.00

Payment No: 701780

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/07/2022	STATE WATER RESOURCES CONTROL	00506989	WD-0190127	FY21-22 ANUAL PERMIT 2SS010187	Water Utility	17,834.00
Total for Payment No.:						17,834.00

Payment No: 702237

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	REED & GRAHAM INC	00508482	013920	COLD MIX & BASE ROCK 20%	Water Utility	89.36
01/28/2022	REED & GRAHAM INC	00508482	013920	COLD MIX & BASE ROCK 25%	Electric Utility Construction	111.71
01/28/2022	REED & GRAHAM INC	00508482	013920	COLD MIX & BASE ROCK 50%	Water Utility Construction	223.40
01/28/2022	REED & GRAHAM INC	00508482	013920	COLD MIX & BASE ROCK 5%	Sewer Utility	22.34
01/28/2022	REED & GRAHAM INC	00508483	009588	COLD MIX & BASE ROCK 20%	Water Utility	727.42
01/28/2022	REED & GRAHAM INC	00508483	009588	COLD MIX & BASE ROCK 25%	Electric Utility Construction	909.28
01/28/2022	REED & GRAHAM INC	00508483	009588	COLD MIX & BASE ROCK 50%	Water Utility Construction	1,818.56
01/28/2022	REED & GRAHAM INC	00508483	009588	COLD MIX & BASE ROCK 5%	Sewer Utility	181.86
01/28/2022	REED & GRAHAM INC	00508484	013547	COLD MIX & BASE ROCK 20%	Water Utility	313.84
01/28/2022	REED & GRAHAM INC	00508484	013547	COLD MIX & BASE ROCK 25%	Electric Utility Construction	392.31
01/28/2022	REED & GRAHAM INC	00508484	013547	COLD MIX & BASE ROCK 50%	Water Utility Construction	784.61
01/28/2022	REED & GRAHAM INC	00508484	013547	COLD MIX & BASE ROCK 5%	Sewer Utility	78.47
01/28/2022	REED & GRAHAM INC	00508486	014740	COLD MIX & BASE ROCK 20%	Water Utility	49.96
01/28/2022	REED & GRAHAM INC	00508486	014740	COLD MIX & BASE ROCK 25%	Electric Utility Construction	62.45
01/28/2022	REED & GRAHAM INC	00508486	014740	COLD MIX & BASE ROCK 50%	Water Utility Construction	124.89
01/28/2022	REED & GRAHAM INC	00508486	014740	COLD MIX & BASE ROCK 5%	Sewer Utility	12.49
01/28/2022	REED & GRAHAM INC	00508487	016334	COLD MIX & BASE ROCK 20%	Water Utility	326.10
01/28/2022	REED & GRAHAM INC	00508487	016334	COLD MIX & BASE ROCK 25%	Electric Utility Construction	407.62
01/28/2022	REED & GRAHAM INC	00508487	016334	COLD MIX & BASE ROCK 50%	Water Utility Construction	815.23

01/28/2022	REED & GRAHAM INC	00508487	016334	COLD MIX & BASE ROCK 5%	Sewer Utility	81.53
01/28/2022	REED & GRAHAM INC	00508496	016586	COLD MIX & BASE ROCK	Water Utility	132.33
01/28/2022	REED & GRAHAM INC	00508496	016586	COLD MIX & BASE ROCK	Electric Utility Construction	165.42
01/28/2022	REED & GRAHAM INC	00508496	016586	COLD MIX & BASE ROCK	Water Utility Construction	330.82
01/28/2022	REED & GRAHAM INC	00508496	016586	COLD MIX & BASE ROCK	Sewer Utility	33.09
01/28/2022	REED & GRAHAM INC	00508498	016981	COLD MIX & BASE ROCK	Water Utility	218.05
01/28/2022	REED & GRAHAM INC	00508498	016981	COLD MIX & BASE ROCK	Electric Utility Construction	272.56
01/28/2022	REED & GRAHAM INC	00508498	016981	COLD MIX & BASE ROCK	Water Utility Construction	545.13
01/28/2022	REED & GRAHAM INC	00508498	016981	COLD MIX & BASE ROCK	Sewer Utility	54.51
01/28/2022	REED & GRAHAM INC	00508499	017109	COLD MIX & BASE ROCK	Water Utility	247.45
01/28/2022	REED & GRAHAM INC	00508499	017109	COLD MIX & BASE ROCK	Electric Utility Construction	309.32
01/28/2022	REED & GRAHAM INC	00508499	017109	COLD MIX & BASE ROCK	Water Utility Construction	618.62
01/28/2022	REED & GRAHAM INC	00508499	017109	COLD MIX & BASE ROCK	Sewer Utility	61.86
01/28/2022	REED & GRAHAM INC	00508501	017647	COLD MIX & BASE ROCK	Water Utility	308.70
01/28/2022	REED & GRAHAM INC	00508501	017647	COLD MIX & BASE ROCK	Electric Utility Construction	385.87
01/28/2022	REED & GRAHAM INC	00508501	017647	COLD MIX & BASE ROCK	Water Utility Construction	771.75
01/28/2022	REED & GRAHAM INC	00508501	017647	COLD MIX & BASE ROCK	Sewer Utility	77.18
01/28/2022	REED & GRAHAM INC	00508502	017648	COLD MIX & BASE ROCK	Water Utility	42.92
01/28/2022	REED & GRAHAM INC	00508502	017648	COLD MIX & BASE ROCK	Electric Utility Construction	53.65
01/28/2022	REED & GRAHAM INC	00508502	017648	COLD MIX & BASE ROCK	Water Utility Construction	107.27
01/28/2022	REED & GRAHAM INC	00508502	017648	COLD MIX & BASE ROCK	Sewer Utility	10.73
01/28/2022	REED & GRAHAM INC	00508503	017758	COLD MIX & BASE ROCK	Water Utility	153.40
01/28/2022	REED & GRAHAM INC	00508503	017758	COLD MIX & BASE ROCK	Electric Utility Construction	191.75
01/28/2022	REED & GRAHAM INC	00508503	017758	COLD MIX & BASE ROCK	Water Utility Construction	383.49

01/28/2022	REED & GRAHAM INC	00508503	017758	COLD MIX & BASE ROCK	Sewer Utility	38.35
01/28/2022	REED & GRAHAM INC	00508504	017936	COLD MIX & BASE ROCK	Water Utility	318.74
01/28/2022	REED & GRAHAM INC	00508504	017936	COLD MIX & BASE ROCK	Electric Utility Construction	398.43
01/28/2022	REED & GRAHAM INC	00508504	017936	COLD MIX & BASE ROCK	Water Utility Construction	796.87
01/28/2022	REED & GRAHAM INC	00508504	017936	COLD MIX & BASE ROCK	Sewer Utility	79.69
01/28/2022	REED & GRAHAM INC	00508533	018463	COLD MIX & BASE ROCK	Water Utility	388.58
01/28/2022	REED & GRAHAM INC	00508533	018463	COLD MIX & BASE ROCK	Electric Utility Construction	485.72
01/28/2022	REED & GRAHAM INC	00508533	018463	COLD MIX & BASE ROCK	Water Utility Construction	971.45
01/28/2022	REED & GRAHAM INC	00508533	018463	COLD MIX & BASE ROCK	Sewer Utility	97.14
01/28/2022	REED & GRAHAM INC	00508534	018679	COLD MIX & BASE ROCK	Water Utility	240.10
01/28/2022	REED & GRAHAM INC	00508534	018679	COLD MIX & BASE ROCK	Electric Utility Construction	300.13
01/28/2022	REED & GRAHAM INC	00508534	018679	COLD MIX & BASE ROCK	Water Utility Construction	600.24
01/28/2022	REED & GRAHAM INC	00508534	018679	COLD MIX & BASE ROCK	Sewer Utility	60.03
Total for Payment No.:						17,784.77

Payment No: 702224

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	MTH ENGINEERS INC	00508376	12451	ADDITIONAL CONSTRUCTION MANAGE	Electric Utility Construction	17,690.00
Total for Payment No.:						17,690.00

Payment No: 701994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	E & M ELECTRIC & MACHINERY	00507901	390228	DROP 320 DUAL MONITER THINCLIE	Electric Utility Construction	6,445.00
01/14/2022	E & M ELECTRIC & MACHINERY	00507901	390228	ENGINEERING WORKSTATION DELL-O	Electric Utility Construction	1,636.88
01/14/2022	E & M ELECTRIC & MACHINERY	00507901	390228	DROP 332 THICK CLIENT	Electric Utility	3,977.60

				DELL-PRE	Construction	
01/14/2022	E & M ELECTRIC & MACHINERY	00507901	390228	WATER TREATMENT PANEL PC PART	Electric Utility Construction	3,912.13
01/14/2022	E & M ELECTRIC & MACHINERY	00507901	390228	DROP 320 DUAL MONITER THINCLIE	Electric Utility Construction	1,636.88
				Total for Payment No.:		17,608.49

Payment No: 022077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ELECTRICAL CONSULTANTS INC	00508381	98146	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	15,998.80
01/28/2022	ELECTRICAL CONSULTANTS INC	00508384	98211	TRANSMISSION ENGINEERING DESIG	Electric Utility Construction	922.50
				Total for Payment No.:		16,921.30

Payment No: 701849

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HEXAGON SAFETY & INFRASTRUCTURE	00506313	P210001235	MPS Update	General Government - Other	16,803.57
				Total for Payment No.:		16,803.57

Payment No: 701803

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00505456	7639279	SCCC IRRIGATION REPAIR	Convention Cnt Maintenance Dis	970.70
01/07/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00506596	7667121	SCCC TRIM 19 PALMS	Convention Cnt Maintenance Dis	2,993.00
01/07/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00506597	7667123	SCCC PALM TRIM	Convention Cnt Maintenance Dis	6,773.00
01/07/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00506598	7667122	SCCC TRIM PALM - HYATT	Convention Cnt Maintenance Dis	5,881.00
				Total for Payment No.:		16,617.70

Payment No: 021862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FERGUSON ENTERPRISES INC	00506992	1652384	BACKFLOW	Water Utility	15,999.34
Total for Payment No.:						15,999.34

Payment No: 003052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/18/2022	NAVIA BENEFIT SOLUTIONS, INC	00507987	12/26/21-01/08/22	DD:BIWEEKLY NAVIA BENEFIT	Payroll Liability&ClearingAcct	6,887.38
01/18/2022	NAVIA BENEFIT SOLUTIONS, INC	00507987	12/26/21-01/08/22	DD:BIWEEKLY NAVIA BENEFIT	Payroll Liability&ClearingAcct	8,892.56
Total for Payment No.:						15,779.94

Payment No: 701981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00507894	7683220	FY 2021-22 LANDSCAPED SERVICES	Convention Cnt Maintenance Dis	15,451.00
Total for Payment No.:						15,451.00

Payment No: 702081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	EQUINIX INC	00507551	100210356926	SANTA CLARA IBX - SV2 (FIBER)	Electric Utility	15,228.65
Total for Payment No.:						15,228.65

Payment No: 701824

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DEMOCRACY AT WORK INSTITUTE	00507238	101221-1	Consultant to support the City	General Fund	15,000.00
Total for Payment No.:						15,000.00

Payment No: 702175

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ALL SAFE INDUSTRIES, INC	00508363	INV-04168	AS1-DS-93091 - Calibration Gas	General Fund	104.52
01/28/2022	ALL SAFE INDUSTRIES, INC	00508363	INV-04168	34L-252-3 - Calibration Gas: 3	General Fund	218.26
01/28/2022	ALL SAFE INDUSTRIES, INC	00508363	INV-04168	MC-01-Kit - MUVE C360 & Calibr	General Fund	14,636.16
				Total for Payment No.:		14,958.94

Payment No: 702084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FIRST SHIELD SECURITY AND	00507526	2383	SCCC SECURITY DEC 2021	Convention Cnt Maintenance Dis	14,872.00
				Total for Payment No.:		14,872.00

Payment No: 701853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INSTRUMENT TECHNOLOGY CORP	00507040	19161	VIVAX METROTECH VCAM6 INSPECTI	Sewer Utility	10,573.00
01/07/2022	INSTRUMENT TECHNOLOGY CORP	00507040	19161	TYPE-MX REEL w 150' of 10mm pu	Sewer Utility	3,215.50
01/07/2022	INSTRUMENT TECHNOLOGY CORP	00507040	19161	D26-MX NTSC CAMERA 1 " DIAMETE	Sewer Utility	1,007.49
				Total for Payment No.:		14,795.99

Payment No: 701926

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TRUEPOINT SOLUTIONS, LLC	00507388	21-1092	Amendment No. 1 to the Agreeeme	Building New Dvlpmnt Srcv Fee	14,687.49
				Total for Payment No.:		14,687.49

Payment No: 702255

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TRUEPOINT SOLUTIONS, LLC	00508392	21-1199	Amendment No. 1 to the Agreeeme	Building New Dvlpmnt Srcv Fee	14,213.70

Total for Payment No.: 14,213.70

Payment No: 022090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	KIMLEY-HORN AND ASSOC INC	00508390	20159414	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	6,577.50
01/28/2022	KIMLEY-HORN AND ASSOC INC	00508390	20159414	TRAFFIC ENGINEERING CONSULTING	Streets And Highways	7,622.50
Total for Payment No.:						14,200.00

Payment No: 701927

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TURF & INDUSTRIAL EQUIPMENT CO	00507401	UI20008	Turf Time TT-2410 Top Dresser	General Fund	14,158.31
01/07/2022	TURF & INDUSTRIAL EQUIPMENT CO	00507401	UI20008	California Tire	General Fund	3.50
Total for Payment No.:						14,161.81

Payment No: 701789

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	USED OIL	Electric Utility	82.50
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	5HR TANKER DRIVER 11/22/21	Electric Utility	475.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	PPE GEAR LEVEL D	Electric Utility	8.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	99.64
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	WASHOUT FEE FOR TANKER	Electric Utility	650.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506789	371682	MANIFEST FEE	Electric Utility	30.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506791	372870	OILY WATER WITH GASOLINE	Electric Utility	4,553.60
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506791	372870	4.5HR TANKER DRIVER 11/22/21	Electric Utility	427.50
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506791	372870	PPE GEAR LEVEL D	Electric Utility	8.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506791	372870	WASHOUT FEE FOR TANKER	Electric Utility	650.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506791	372870	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	451.13

01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	NON-PCB TRANSFORMER OIL	Electric Utility	144.75
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	2HR TANKER DRIVER 11/22/21	Electric Utility	190.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	PPE GEAR LEVEL D	Electric Utility	8.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	WASHOUT FEE FOR TANKER	Electric Utility	650.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	MANIFEST FEE	Electric Utility	30.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506793	371681	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	81.82
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	3HR CHEMIST 12/1/21	Electric Utility	201.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	HAND PUMP LARGE	Electric Utility	50.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	PPE GEAR LEVEL D	Electric Utility	8.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	GEAR TRUCK BOB TAIL 12/1/21	Electric Utility	125.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	SUPPLIES	Electric Utility	150.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506796	372867	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	42.72
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	11HR CHEMIST 12/2/21	Electric Utility	737.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	1HR SUB CONTRACTED 12/2/21	Electric Utility	2,850.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	3HR TECHNICIAN 12/2/21	Electric Utility	201.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	1HR OT CHEMIST 12/2/21	Electric Utility	105.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	FORKLIFT	Electric Utility	350.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	MOB AND DEMOB OF FORKLIFT	Electric Utility	325.00
01/07/2022	ADVANCED CHEMICAL TRANSPORT	00506797	372868	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	365.44
				Total for Payment No.:		14,050.10

Payment No: 022060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	IBEW	00508645	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	13,908.40
				Total for Payment No.:		13,908.40

Payment No: 701923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TJH2B ANALYTICAL SERVICES	00506459	190303	SHIPPING CHARGE - SHIP BOTTLE	Electric Utility	33.87
01/07/2022	TJH2B ANALYTICAL SERVICES	00506470	20-137465	SUBSTATIONS ANALYSIS	Electric Utility	1,295.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506470	20-137465	Environmental/Rush fee	Electric Utility	35.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506472	20-136678	BROKAW SUB ANALYSIS	Electric Utility	447.50
01/07/2022	TJH2B ANALYTICAL SERVICES	00506474	22-139026	SUBSTATIONS ANALYSIS	Electric Utility	5,700.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506474	22-139026	ENVIRONMENTAL/RUSH FEE	Electric Utility	190.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506475	22-139027	SUBSTATIONS ANALYSIS	Electric Utility	5,550.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506475	22-139027	ENVIRONMENTAL/RUSH FEE	Electric Utility	75.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506476	20-137634	JULIETTE SUB ANALYSIS	Electric Utility	185.00
01/07/2022	TJH2B ANALYTICAL SERVICES	00506476	20-137634	ENVIRONMENTAL/RUSH FEE	Electric Utility	282.50
01/07/2022	TJH2B ANALYTICAL SERVICES	00506479	190293	BOTTLES & SYRINGES SHIPPING	Electric Utility	21.08
				Total for Payment No.:		13,814.95

Payment No: 702254

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TRUE BLUE AUTOMATION SERVICES	00508492	1342	STORM ALLOCATIONS FOR ELECTRIC	Storm Drain	10,223.65
01/28/2022	TRUE BLUE AUTOMATION SERVICES	00508492	1342	SEWER ALLOCATIONS FOR ELECTRIC	Sewer Utility	3,450.00
				Total for Payment No.:		13,673.65

Payment No: 021974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	YSERCO INC	00507897	9976	PREVENTATIVE MAINTENANCE TO OV	Public Buildings	6,808.25
01/14/2022	YSERCO INC	00507898	9972	PREVENTATIVE MAINTENANCE TO OV	Public Buildings	6,808.25
				Total for Payment No.:		13,616.50

Payment No: 021859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	EFFICIENCY SERVICES GROUP, LLC	00506477	2581	EXTER/PRKING LOT LITE NOV21	Elec OperatingGrant Trust Fund	6,925.00
01/07/2022	EFFICIENCY SERVICES GROUP, LLC	00506477	2581	EXTER/PRKING LOT LITE NOV21	Elec OperatingGrant Trust Fund	6,606.00
				Total for Payment No.:		13,531.00

Payment No: 701823

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DELL MARKETING LP	00506435	10536920852	18 DELL 34 MONITORS FOR PD	Police Operating Grant Fund	9,349.63
01/07/2022	DELL MARKETING LP	00506435	10536920852	NON-TAXABLE ENV FEE	Police Operating Grant Fund	90.00
01/07/2022	DELL MARKETING LP	00506437	10543256505	1 DELL 34 MONITOR FOR PD	Police Operating Grant Fund	519.43
01/07/2022	DELL MARKETING LP	00506437	10543256505	NON-TAXABLE ENV FEE	Police Operating Grant Fund	5.00
01/07/2022	DELL MARKETING LP	00506438	10537728918	2 LAPTOPS FOR INVENTORY	General Government - Other	3,192.29
01/07/2022	DELL MARKETING LP	00506438	10537728918	NON-TAXABLE	General Government - Other	232.66
				Total for Payment No.:		13,389.01

Payment No: 021980

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	UNIVERSAL SITE SERVICES	00507632	21043792	SWEEPING - TASMAN PARKING GARA	General Fund	300.00
01/14/2022	UNIVERSAL SITE SERVICES	00507891	21045617	FY 2021-2022 CUSTODIAL SERVICE	Convention Cnt Maintenance Dis	8,220.00
01/14/2022	UNIVERSAL SITE SERVICES	00507893	21045620	FY 2021-2022 SWEEPING SERVICES	Convention Cnt Maintenance Dis	4,827.33
				Total for Payment No.:		13,347.33

Payment No: 022081

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	GATES & ASSOC	00508377	54540	AGREEMENT FOR CITY PLAZA PARK	Parks And Recreation	9,630.00
01/28/2022	GATES & ASSOC	00508383	54671	AGREEMENT FOR CITY PLAZA PARK	Parks And Recreation	3,670.00
				Total for Payment No.:		13,300.00

Payment No: 702091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	INTELLINETICS, INC	00507793	29824	Intellivue March 2022-Feb 2023	General Fund	13,271.11
				Total for Payment No.:		13,271.11

Payment No: 701885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ORCHARD COMMERCIAL, INC	00506122	NOV-21	NOVEMBER 2021	Convention Cnt Maintenance Dis	6,432.00
01/07/2022	ORCHARD COMMERCIAL, INC	00506603	21-OCT	SCCC OCT 2021	Convention Cnt Maintenance Dis	6,450.00
				Total for Payment No.:		12,882.00

Payment No: 701993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DYNAMIC RATINGS INC	00507664	14235	DR PART # MOD-IU-3 LOCAL UI DI	Electric Utility	12,826.55
01/14/2022	DYNAMIC RATINGS INC	00507664	14235	SHIPPING	Electric Utility	22.00
				Total for Payment No.:		12,848.55

Payment No: 021921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TRANSCANADA TURBINES INC	00507223	1016092	PN# 9600M37P13 - CABLE,POWER,E	Electric Utility	3,901.22
01/07/2022	TRANSCANADA TURBINES INC	00507225	1016064	FIELD SERVICE	Electric Utility	8,446.00
				Total for Payment No.:		12,347.22

Payment No: 701808

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CLEARSOURCE FINANCIAL	00507330	UFC1021-452	COMPREHENSIVE COST OF SERVICES	General Fund	12,300.00
				Total for Payment No.:		12,300.00

Payment No: 021897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PENINSULA GYMNASTICS	00507224	0019	INSTRUCTOR PAYMENT FY 21-22 FO	General Fund	12,072.00
				Total for Payment No.:		12,072.00

Payment No: 021913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RWG (REPAIR & OVERHAULS) USA, INC.	00507417	012279	PN# 20305AF - ORING	Electric Utility	21.95
01/07/2022	RWG (REPAIR & OVERHAULS) USA, INC.	00507417	012279	PN# 23033462-02 - BOLT, 12-POI	Electric Utility	466.86
01/07/2022	RWG (REPAIR & OVERHAULS) USA, INC.	00507417	012279	PN# 6897636 - ELEMENT, P/S MAI	Electric Utility	587.09
01/07/2022	RWG (REPAIR & OVERHAULS) USA, INC.	00507417	012279	PN# 23077592 - HARNESS, TOT T/	Electric Utility	10,638.48
01/07/2022	RWG (REPAIR & OVERHAULS) USA, INC.	00507417	012279	PN# MS3420-4 - BUSHING	Electric Utility	83.22
				Total for Payment No.:		11,797.60

Payment No: 702232

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PACIFIC WATER ART INC	00507959	67400	SCCC REPAIRS TO CC FOUNTAING	Convention Cnt Maintenance Dis	11,505.00
				Total for Payment No.:		11,505.00

Payment No: 702140

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	TMC SHOOTING RANGE SPECIALISTS	00507968	2201	Monthly Cleaning	General Fund	2,810.00
01/21/2022	TMC SHOOTING RANGE SPECIALISTS	00507968	2201	Lead Removal	General Fund	8,500.00
				Total for Payment No.:		11,310.00

Payment No: 702111

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	NORTHWEST INDUSTRIAL ENGINE & COMP	00508117	2282	GAS COMPRESSOR MAINTENANCE (LA	Electric Utility	6,843.50
01/21/2022	NORTHWEST INDUSTRIAL ENGINE & COMP	00508117	2282	GAS COMPRESSOR MAINTENANCE (LA	Electric Utility	3,889.00
				Total for Payment No.:		10,732.50

Payment No: 021909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	R F MACDONALD CO	00507452	317188	INDUSTRIAL STEAM DA TRANSFER P	Electric Utility	10,697.21
				Total for Payment No.:		10,697.21

Payment No: 702070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508049	2783	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	288.75
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508050	2790	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	1,155.00
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508051	2795	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	1,155.00
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508052	2802	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	1,155.00
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508053	2804	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	1,155.00
01/21/2022	CALIFORNIA PEOPLE SEARCH INC	00508137	2820	TEMP. STAFF-MARWA ABUBAKR	Deposit Funds.	5,775.00
				Total for Payment No.:		10,683.75

Payment No: 701889

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PASCOR ATLANTIC CORPORATION	00506626	a00006072766	PO26354 RESTOCKING FEE	Electric Utility	10,574.00
				Total for Payment No.:		10,574.00

Payment No: 701995

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ENERGY PROJECT SOLUTIONS LLC	00507259	2021.446 (a)	ILI RUN - FJ TECH	Electric Utility Construction	9,597.60
01/14/2022	ENERGY PROJECT SOLUTIONS LLC	00507259	2021.446 (a)	10% SUB MARKUP	Electric Utility Construction	959.76
				Total for Payment No.:		10,557.36

Payment No: 022101

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	R3 CONSULTING GROUP, INC.	00507996	16214	NEF HAULER AUDIT FY19-20 DEC21	General Fund	9,416.25
01/28/2022	R3 CONSULTING GROUP, INC.	00508419	16204	EXCLUSIVE FRANCHISE AGREEMENT	Solid Waste Program	1,105.00
				Total for Payment No.:		10,521.25

Payment No: 701796

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AT&T CALNET	00507065	000017375482	Conv Center elevators 408-986-	Convention Cnt Maintenance Dis	54.56
01/07/2022	AT&T CALNET	00507065	000017375482	Conv Center garage office 408-	Convention Cnt Maintenance Dis	26.49
01/07/2022	AT&T CALNET	00507065	000017375482	IT - Comm - PD 9391023695	Information Technology Service	3,051.22
01/07/2022	AT&T CALNET	00507066	000017376334	Finance 9391054149	Information Technology Service	56.00
01/07/2022	AT&T CALNET	00507067	000017375469	BM - IT 9391023697	Information Technology Service	193.80
01/07/2022	AT&T CALNET	00507068	000017375476	CCO 9391023699	Information Technology Service	26.49

01/07/2022	AT&T CALNET	00507069	000017375486	CMO 9391023700	Information Technology Service	-14.48
01/07/2022	AT&T CALNET	00507070	000017375472	Finance Misc. 9391023701	Information Technology Service	214.12
01/07/2022	AT&T CALNET	00507071	000017375475	IT - misc 1 9391023702	Information Technology Service	224.83
01/07/2022	AT&T CALNET	00507072	000017375480	Library 9391023703	Information Technology Service	245.46
01/07/2022	AT&T CALNET	00507073	000017375497	AUTO 9391023704	Information Technology Service	54.65
01/07/2022	AT&T CALNET	00507074	000017375491	DPW 9391023705	Information Technology Service	56.41
01/07/2022	AT&T CALNET	00507075	000017375488	HR 9391023706	Information Technology Service	28.28
01/07/2022	AT&T CALNET	00507076	000017375481	PARKS - Cemetary 9391023707	Information Technology Service	82.73
01/07/2022	AT&T CALNET	00507077	000017375470	PARKS - YAC 9391023708	Information Technology Service	556.80
01/07/2022	AT&T CALNET	00507078	000017375479	PARKS - Sr Center 9391023709	Information Technology Service	28.21
01/07/2022	AT&T CALNET	00507079	000017375485	PARKS - CRC 9391023710	Information Technology Service	28.16
01/07/2022	AT&T CALNET	00507080	000017375474	PD 9391023711	Information Technology Service	1,303.68
01/07/2022	AT&T CALNET	00507081	000017375495	Purchasing 9391023712	Information Technology Service	28.16
01/07/2022	AT&T CALNET	00507082	000017375478	auto dialer 970-8644	Solid Waste Utility-Constructi	28.23
01/07/2022	AT&T CALNET	00507082	000017375478	Street 9391023713	Information Technology Service	144.98
01/07/2022	AT&T CALNET	00507083	000017375473	Fire 9391023714	Information Technology Service	663.66
01/07/2022	AT&T CALNET	00507084	000017375471	IT - misc 2 9391023715	Information Technology Service	405.77
01/07/2022	AT&T CALNET	00507085	000017375483	IT - misc 3 9391023716	Information Technology Service	1,018.13
01/07/2022	AT&T CALNET	00507086	000017375489	Library 9391023718	Information Technology Service	158.69
01/07/2022	AT&T CALNET	00507087	000017375477	PARKS 9391023719	Information Technology Service	188.78

01/07/2022	AT&T CALNET	00507088	000017375494	Tasman Garage 9391023724	General Fund	872.96
01/07/2022	AT&T CALNET	00507089	000017375465	CDD - Bldg Div 9391048040	Information Technology Service	28.16
01/07/2022	AT&T CALNET	00507090	000017376820	Morse Mansion 9391064468	Information Technology Service	56.60
01/07/2022	AT&T CALNET	00507091	000017336067	DOJ 9391066810	Information Technology Service	301.86
01/07/2022	AT&T CALNET	00507092	000017376846	PD - Alarms 9391065446	Information Technology Service	54.56
01/07/2022	AT&T CALNET	00507093	000017334967	Conference (COVID) 9391060106	Other City Dept Op Grant Fund	45.77
01/07/2022	AT&T CALNET	00507094	000017381773	Engr - traffic light 1 9391023	Information Technology Service	-0.16
Total for Payment No.:						10,213.56

Payment No: 702130

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SMART CITY NETWORKS, L.P.	00508055	070-001-12-2021	IT MONTHLY SERVICE FEE	Deposit Funds.	264.00
01/21/2022	SMART CITY NETWORKS, L.P.	00508055	070-001-12-2021	15% ADMIN. FEE ON PURCHASE	Deposit Funds.	1,200.35
01/21/2022	SMART CITY NETWORKS, L.P.	00508055	070-001-12-2021	DELL LAPTOPS	Deposit Funds.	8,682.52
Total for Payment No.:						10,146.87

Payment No: 702037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TMC SHOOTING RANGE SPECIALISTS	00506977	1792	Oct Range Cleaning	General Fund	7,310.00
01/14/2022	TMC SHOOTING RANGE SPECIALISTS	00507174	1802	Range Cleaning	General Fund	2,810.00
Total for Payment No.:						10,120.00

Payment No: 702168

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ACME MICROSYSTEMS	00507985	R22-SBGR-0126	SM BUSI REBATE HVAC; 62539-02	Elec OperatingGrant Trust Fund	10,000.00

Total for Payment No.: 10,000.00

Payment No: 702239

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RJ MANUFACTURING	00507869	R22-SBGR-0122	SM BUSI LTG REBATE; ACT61850-7	Elec OperatingGrant Trust Fund	10,000.00

Total for Payment No.: 10,000.00

Payment No: 702102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LOTUS MARKETING, INC	00508127	1253	MARKETING-RETAINER FOR 1/22	Deposit Funds.	10,000.00

Total for Payment No.: 10,000.00

Payment No: 701956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PRISM	00507914	22400988	QTRY PMT FOR EMPLOYEE ASSIST	Payroll Liability&ClearingAcct	9,982.31

Total for Payment No.: 9,982.31

Payment No: 702022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PG&E	00507151	0008061122-1	COO NONRULE 2 LES/230KV DEC21	Electric Utility	3,231.16
01/14/2022	PG&E	00507152	0008061121-3	COO 115KV NRS (TFA) DEC21	Electric Utility	6,600.59

Total for Payment No.: 9,831.75

Payment No: 022066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ALTERNATIVE OFFICE SOLUTIONS	00507971	100804	CSC HOUSING LABOR	General Fund	2,585.00
01/28/2022	ALTERNATIVE OFFICE SOLUTIONS	00507971	100804	CSC HOUSING MATERIALS	General Fund	6,935.86

01/28/2022	ALTERNATIVE OFFICE SOLUTIONS	00507971	100804	DELIVERY	General Fund	273.43
				Total for Payment No.:		9,794.29

Payment No: 702180

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AT&T CALNET	00508334	000017520319	Conv Center elevators 408-986-	Convention Cnt Maintenance Dis	49.34
01/28/2022	AT&T CALNET	00508334	000017520319	Conv Center garage office 408-	Convention Cnt Maintenance Dis	23.83
01/28/2022	AT&T CALNET	00508334	000017520319	IT - Comm - PD 9391023695	Information Technology Service	3,240.32
01/28/2022	AT&T CALNET	00508335	000017521171	Finance 9391054149	Information Technology Service	70.44
01/28/2022	AT&T CALNET	00508336	000017520306	BM - IT 9391023697	Information Technology Service	175.18
01/28/2022	AT&T CALNET	00508337	000017520313	CCO 9391023699	Information Technology Service	23.83
01/28/2022	AT&T CALNET	00508338	000017520309	Finance Misc. 9391023701	Information Technology Service	204.61
01/28/2022	AT&T CALNET	00508339	000017520312	IT - misc 1 9391023702	Information Technology Service	303.79
01/28/2022	AT&T CALNET	00508340	000017520317	Library 9391023703	Information Technology Service	224.52
01/28/2022	AT&T CALNET	00508341	000017520334	AUTO 9391023704	Information Technology Service	49.33
01/28/2022	AT&T CALNET	00508342	000017520328	DPW 9391023705	Information Technology Service	51.07
01/28/2022	AT&T CALNET	00508343	000017520325	HR 9391023706	Information Technology Service	25.56
01/28/2022	AT&T CALNET	00508344	000017520318	PARKS - Cemetary 9391023707	Information Technology Service	74.86
01/28/2022	AT&T CALNET	00508345	000017520307	PARKS - YAC 9391023708	Information Technology Service	657.52
01/28/2022	AT&T CALNET	00508346	000017520316	PARKS - Sr Center 9391023709	Information Technology Service	25.50
01/28/2022	AT&T CALNET	00508347	000017520322	PARKS - CRC 9391023710	Information Technology Service	25.50
01/28/2022	AT&T CALNET	00508348	000017520311	PD 9391023711	Information Technology	693.41

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AT&T CALNET	00508349	000017520332	Purchasing 9391023712	Information Technology Service	25.50
01/28/2022	AT&T CALNET	00508350	000017520315	auto dialer 970-8644	Solid Waste Utility-Constructi	25.50
01/28/2022	AT&T CALNET	00508350	000017520315	Street 9391023713	Information Technology Service	131.70
01/28/2022	AT&T CALNET	00508351	000017520310	Fire 9391023714	Information Technology Service	658.89
01/28/2022	AT&T CALNET	00508352	000017520308	IT - misc 2 9391023715	Information Technology Service	383.51
01/28/2022	AT&T CALNET	00508353	000017520320	IT - misc 3 9391023716	Information Technology Service	925.20
01/28/2022	AT&T CALNET	00508354	000017520326	Library 9391023718	Information Technology Service	319.13
01/28/2022	AT&T CALNET	00508355	000017520314	PARKS 9391023719	Information Technology Service	144.95
01/28/2022	AT&T CALNET	00508356	000017520331	Tasman Garage 9391023724	General Fund	790.50
01/28/2022	AT&T CALNET	00508357	000017520302	CDD - Bldg Div 9391048040	Information Technology Service	25.50
01/28/2022	AT&T CALNET	00508358	000017521657	Morse Mansion 9391064468	Information Technology Service	51.22
01/28/2022	AT&T CALNET	00508359	000017477353	DOJ 9391066810	Information Technology Service	301.86
01/28/2022	AT&T CALNET	00508360	000017521683	PD - Alarms 9391065446	Information Technology Service	49.34
01/28/2022	AT&T CALNET	00508361	000017476253	Conference (COVID) 9391060106	Other City Dept Op Grant Fund	10.43
				Total for Payment No.:		9,761.84

Payment No: 702206

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HYAS GROUP, LLC	00507960	4763	CONSULTING - 4Q2021 - DEF COMP	General Fund	9,750.00
				Total for Payment No.:		9,750.00

Payment No: 701785

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NOR-CAL OVERHEAD INC	00507327	39735	LABOR	General Fund	3,120.00
01/07/2022	NOR-CAL OVERHEAD INC	00507327	39735	PD New Swing Gate	General Fund	6,095.72
01/07/2022	NOR-CAL OVERHEAD INC	00507329	39697	PD Gate Repair	General Fund	525.00
				Total for Payment No.:		9,740.72

Payment No: 021910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RELIABILITY OPTIMIZATION INC	00506077	21-00140	PDM SERVICES BLK BUT NOV21 NPW	Electric Utility	3,659.25
01/07/2022	RELIABILITY OPTIMIZATION INC	00506079	21-00142	PDM SERV STONY NOV21 NPW	Electric Utility	4,388.00
01/07/2022	RELIABILITY OPTIMIZATION INC	00506086	21-00141	PDM SERVS HIGHL NOV21 PW	Electric Utility	375.00
01/07/2022	RELIABILITY OPTIMIZATION INC	00506865	21-00137	PDM SERVICES GIA NOV21	Electric Utility	1,003.13
				Total for Payment No.:		9,425.38

Payment No: W22256A

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/24/2022	SANTA CLARA CONVENTION CENTER	00508333	2461JAN2022A	WT: CIP PAYMENT -HOK #10	SCCC Capital Improvement Fund	9,359.60
				Total for Payment No.:		9,359.60

Payment No: 701860

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KELLY'S TRUCK REPAIR	00506444	128516	PARTS-V#3028 WO#131559	Fleet Operation Fund	5,552.98
01/07/2022	KELLY'S TRUCK REPAIR	00506444	128516	LABOR-V#3028 WO#131559	Fleet Operation Fund	3,700.00
				Total for Payment No.:		9,252.98

Payment No: 702222

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	MOTION INDUSTRIES INC	00508471	CA24-0000127713	PN# 29721207 - PB 2-7/16 NON-E	Electric Utility	4,598.59

01/28/2022	MOTION INDUSTRIES INC	00508471	CA24-0000127713	PN# 29621207 - PB 2-7/16 EXPAN	Electric Utility	4,598.59
				Total for Payment No.:		9,197.18

Payment No: 022015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	INGRAM LIBRARY SERVICES INC	00507325	56778192	1241 AD BK	General Fund	1,177.58
01/21/2022	INGRAM LIBRARY SERVICES INC	00507325	56778192	1231 JUV BK	General Fund	1,069.85
01/21/2022	INGRAM LIBRARY SERVICES INC	00507325	56778192	1232 YA BK	General Fund	38.87
01/21/2022	INGRAM LIBRARY SERVICES INC	00507331	56778206	1235 AD/JUV BK	General Fund	371.22
01/21/2022	INGRAM LIBRARY SERVICES INC	00507332	56778219	1236 JUV BK	General Fund	33.78
01/21/2022	INGRAM LIBRARY SERVICES INC	00507338	56778220	1233 AD/JUV/YA BK	General Fund	1,034.74
01/21/2022	INGRAM LIBRARY SERVICES INC	00507343	56889939	IPAGE REVIEWS	General Fund	350.00
01/21/2022	INGRAM LIBRARY SERVICES INC	00507745	57018200	1241 AD BK	General Fund	1,500.03
01/21/2022	INGRAM LIBRARY SERVICES INC	00507745	57018200	1231 JUV BK	General Fund	1,532.35
01/21/2022	INGRAM LIBRARY SERVICES INC	00507745	57018200	1232 YA BK	General Fund	916.79
01/21/2022	INGRAM LIBRARY SERVICES INC	00507745	57018200	1233 AD BK	General Fund	15.99
01/21/2022	INGRAM LIBRARY SERVICES INC	00507746	57018216	1235 AD/JUV BK	General Fund	800.56
01/21/2022	INGRAM LIBRARY SERVICES INC	00507748	57018225	1236 JUV BK	General Fund	207.42
01/21/2022	INGRAM LIBRARY SERVICES INC	00507761	57018226	1233 AD/JUV BK	General Fund	125.48
				Total for Payment No.:		9,174.66

Payment No: 701884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	OPEN ACCESS TECHNOLOGY	00506726	167456	ETS TAGGING SVC APR21-MAR22	Electric Utility	9,134.73
				Total for Payment No.:		9,134.73

Payment No: 022109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CDD/Bldg - Inspection	Building New Dvlpmnt	208.80

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
					Svc Fee	
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CDD/Bldg - Permits	Building New Dvlpmnt Svc Fee	182.70
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	COU cellular	General Fund	91.35
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CMO cellular	General Fund	124.14
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	DPW cellular	General Fund	135.80
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	DPW cellular	General Fund	39.15
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	PD cellular	General Fund	450.00
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Stadium cellular	General Fund	39.15
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	HR cellular	General Fund	52.50
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Parks cellular	General Fund	1,127.16
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CDD/Planning cellular	General Fund	78.63
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CDD/Planning cellular	General Fund	26.10
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Bldg Maint cellular	General Fund	143.55
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Streets cellular	General Fund	610.29
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Library	General Fund	26.10
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	CMO/Stadium	S.C.Stadium Authority Ops	1,290.41
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	IT cellular	Information Technology Service	3,689.95
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Water cellular	Sewer Utility	761.85
01/28/2022	T-MOBILE	00508304	952058658-1/2/2022	Planning cellular	Other City Dept Op Grant Fund	13.05
				Total for Payment No.:		9,090.68

Payment No: 702162

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	U.S. BANK	00508651	01/09/22-01/22/22	BIWKLY PAYROLL DED PARS B2202	Fringe Benefits	8,957.34
				Total for Payment No.:		8,957.34

Payment No: 701986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CRESCO EQUIPMENT RENTALS	00506988	5376471-0006	FORKLIFT RENTAL	Electric Utility Construction	1,691.44
01/14/2022	CRESCO EQUIPMENT RENTALS	00506988	5376471-0006	EPA Charge/ Waste Fee	Electric Utility Construction	7.00
01/14/2022	CRESCO EQUIPMENT RENTALS	00506988	5376471-0006	Tax Recovery Fee	Electric Utility Construction	11.63
01/14/2022	CRESCO EQUIPMENT RENTALS	00507701	5554959-0001	EQUIPMENT RENTAL	Electric Utility	4,684.64
01/14/2022	CRESCO EQUIPMENT RENTALS	00507701	5554959-0001	EQUIPMENT RENTAL	Electric Utility	406.75
01/14/2022	CRESCO EQUIPMENT RENTALS	00507701	5554959-0001	Prop Tax Recovery Fee	Electric Utility	61.64
01/14/2022	CRESCO EQUIPMENT RENTALS	00507701	5554959-0001	EPA Charge/ Waste Fee	Electric Utility	11.52
01/14/2022	CRESCO EQUIPMENT RENTALS	00507701	5554959-0001	Equipment Protection Plan	Electric Utility	1,150.78
01/14/2022	CRESCO EQUIPMENT RENTALS	00507733	5542334-0002	SUBSTATION EQUIPMENT RENTAL	Electric Utility	445.62
01/14/2022	CRESCO EQUIPMENT RENTALS	00507733	5542334-0002	PROP TAX RECOVERY FEE	Electric Utility	3.34
01/14/2022	CRESCO EQUIPMENT RENTALS	00507733	5542334-0002	EPA CHARGE/ WASTE FEE	Electric Utility	11.34
01/14/2022	CRESCO EQUIPMENT RENTALS	00507733	5542334-0002	EQUIPMENT PROTECTION PLAN	Electric Utility	94.74
01/14/2022	CRESCO EQUIPMENT RENTALS	00507733	5542334-0002	FUEL	Electric Utility	39.13
01/14/2022	CRESCO EQUIPMENT RENTALS	00507772	5512200-0001	EQUIPMENT RENTAL	Electric Utility	45.27
01/14/2022	CRESCO EQUIPMENT RENTALS	00507900	5554959-0002	EQUIPMENT RENTAL	Electric Utility	201.34
				Total for Payment No.:		8,866.18

Payment No: 701976

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AT&T CALNET	00507256	000017520255	BAN: 9391015175 11/25-12/24/21	Electric Utility	8,854.13
				Total for Payment No.:		8,854.13

Payment No: 701817

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CRESCO EQUIPMENT RENTALS	00507107	5544069-0001	EQUIPMENT RENTAL TAX	Electric Utility	2,005.00
01/07/2022	CRESCO EQUIPMENT RENTALS	00507107	5544069-0001	EQUIPMENT RENTAL NONTAX	Electric Utility	470.21
01/07/2022	CRESCO EQUIPMENT RENTALS	00507204	5542334-0001	SUBSTATION EQUIPMENT RENTAL	Electric Utility	1,314.96

01/07/2022	CRESCO EQUIPMENT RENTALS	00507204	5542334-0001	NON TAXABLE	Electric Utility	169.25
01/07/2022	CRESCO EQUIPMENT RENTALS	00507221	5544058-0002	EQUIPMENT RENTAL TAX	Electric Utility	4,217.68
01/07/2022	CRESCO EQUIPMENT RENTALS	00507221	5544058-0002	EQUIPMENT RENTAL NONTAX	Electric Utility	558.11
01/07/2022	CRESCO EQUIPMENT RENTALS	00507222	5555481-0001	EQUIPMENT RENTAL	Electric Utility	37.10
01/07/2022	CRESCO EQUIPMENT RENTALS	00507322	5558424-0001	EQUIPMENT RENTAL	Electric Utility	55.65
01/07/2022	CRESCO EQUIPMENT RENTALS	00507478	5561906-0001	EQUIPMENT RENTAL	Electric Utility	22.73
Total for Payment No.:						8,850.69

Payment No: 701832

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ECONOMY LUMBER CO	00507231	577700	LUMBER - 4x6 RWD CON HRT S4S G	General Fund	8,728.72
01/07/2022	ECONOMY LUMBER CO	00507231	577700	CA LUMBER TAX	General Fund	80.08
Total for Payment No.:						8,808.80

Payment No: 701760

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DKS ASSOC	00507471	0079630	AGREEMENT FOR ON-CALL TRAFFIC	Streets And Highways	8,800.00
Total for Payment No.:						8,800.00

Payment No: 701989

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DELL MARKETING LP	00506716	10541955895	POWER STRIP FOR PD SPECIAL OPS	General Fund	89.32
01/14/2022	DELL MARKETING LP	00506972	10538394832	FIRE 2 LAPTOPS/DOCKS TAXABLE	General Fund	2,560.27
01/14/2022	DELL MARKETING LP	00506972	10538394832	FIRE 2 LAPTOPS/DOCKS NON-TAX	General Fund	351.23
01/14/2022	DELL MARKETING LP	00506972	10538394832	PD 1 LAPTOP/DOCK 75% - TAXABLE	General Fund	945.78
01/14/2022	DELL MARKETING LP	00506972	10538394832	PD 1 LAPTOP/DOCK 25% - TAXABLE	General Fund	315.26

01/14/2022	DELL MARKETING LP	00506972	10538394832	PD 1 LAPTOP/DOCK 75% - NON TAX	General Fund	129.75
01/14/2022	DELL MARKETING LP	00506972	10538394832	PD 1 LAPTOP/DOCK 25% - NON TAX	General Fund	43.25
01/14/2022	DELL MARKETING LP	00506972	10538394832	IT DEP 3 LAPTOPS/DOCKS TAXABLE	General Government - Other	3,821.31
01/14/2022	DELL MARKETING LP	00506972	10538394832	IT DEP 3 LAPTOPS/DOCKS NON-TAX	General Government - Other	524.22
Total for Payment No.:						8,780.39

Payment No: 701762

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DV ELECTRIC CO	00507358	35551DEC2021	RETENTION RELEASE	Streets And Highways	8,727.73
Total for Payment No.:						8,727.73

Payment No: 701936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	VP SECURITY SERVICES, INC	00507234	19488	ADDITIONAL ENCUMBRANCE - SECUR	Electric Utility	4,224.00
01/07/2022	VP SECURITY SERVICES, INC	00507477	19541	ADDITIONAL ENCUMBRANCE - SECUR	Electric Utility	4,488.00
Total for Payment No.:						8,712.00

Payment No: 701858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	██████████	00507400	37519DEC2021	PERS ADVANCE DISABILITY PENSIO	Workers Compensation	8,694.54
Total for Payment No.:						8,694.54

Payment No: 702023

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PROMEVO, LLC	00507614	182124	15 SAMSUNG CHROMEBOOK 4 XE310X	Library Operating Grant Fund	3,662.35

01/14/2022	PROMEVO, LLC	00507614	182124	LICENSE & RECYCLING FEE	Library Operating Grant Fund	630.00
01/14/2022	PROMEVO, LLC	00507615	182125	15 SAMSUNG CHROMEBOOK 4 XE310X	Library Operating Grant Fund	3,662.35
01/14/2022	PROMEVO, LLC	00507615	182125	LICENSE & RECYCLING FEE	Library Operating Grant Fund	630.00
Total for Payment No.:						8,584.70

Payment No: 702036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	THAYNE LOENDORF	00507608	2108	Recertification NASSCO Trainin	Sewer Utility	7,290.00
01/14/2022	THAYNE LOENDORF	00507608	2108	New Certification NASSCO Train	Sewer Utility	1,215.00
Total for Payment No.:						8,505.00

Payment No: 702212

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	██████████	00508614	27681JAN2022	PERS ADPP FOR DEC 2021	Workers Compensation	8,353.07
Total for Payment No.:						8,353.07

Payment No: 021840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ANIXTER INC.	00507179	5031356-01	TERMINATION, 200A, BUSHING INS	Electric Utility	8,241.67
Total for Payment No.:						8,241.67

Payment No: 701961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	U.S. BANK	00507916	12/26/21-01/08/22	BIWKLY PAYROLL DED PARS B2201	Fringe Benefits	8,031.13
Total for Payment No.:						8,031.13

Payment No: 022043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RELIABILITY OPTIMIZATION INC	00507560	22-00006	PDM SERVICES DVR DEC21 NPW	Electric Utility	8,018.00
				Total for Payment No.:		8,018.00

Payment No: 702152

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	D & R MILLER PROPERTIES, LLC	00508449	37547JAN2022	RGHT OFWAY EASEMENT 224-35-014	Electric Utility Construction	8,000.00
				Total for Payment No.:		8,000.00

Payment No: 702002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GLOBAL RENTAL CO	00507261	3714872	RENTFREIGHTLM2-106 12/22-1/18	Electric Utility	3,819.38
01/14/2022	GLOBAL RENTAL CO	00507262	3716373	RENT FREIGHTLM2-106 12/27-1/23	Electric Utility	3,819.38
				Total for Payment No.:		7,638.76

Payment No: 702139

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	THOMSON REUTERS WEST	00507770	845717380	Penal Code 2022 booklets	General Fund	150.59
01/21/2022	THOMSON REUTERS WEST	00508130	845714015	LEGAL REFERENCES-DEC 2021	General Fund	244.44
01/21/2022	THOMSON REUTERS WEST	00508135	845714016	LEGAL REFERENCES-DEC 2021	General Fund	7,237.18
				Total for Payment No.:		7,632.21

Payment No: 701886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PACIFIC PRODUCTS AND SERVICES	00506141	29527	SUPPLIES-TRAFFIC	General Fund	7,508.88
				Total for Payment No.:		7,508.88

Payment No: 022104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RUBIETTA, JOSH R.	00508387	FA-04	Rehearsals and Performances fo	General Fund	7,500.00
				Total for Payment No.:		7,500.00

Payment No: 702157

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TRUE POWER SERVICES	00507940	1335	FACILITIES WORK	General Fund	7,487.32
				Total for Payment No.:		7,487.32

Payment No: 701805

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CA DEPT OF TRANSPORTATION	00506622	SL220310A	JUL-SEP 2021 SGNLS & LGHTNG	General Fund	7,474.55
				Total for Payment No.:		7,474.55

Payment No: 021914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SAN JOSE ICE CO	00507230	68409	SNOW	General Fund	7,093.13
01/07/2022	SAN JOSE ICE CO	00507230	68409	FREIGHT	General Fund	327.38
				Total for Payment No.:		7,420.51

Payment No: W22249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/20/2022	CALPINE ENERGY SERVICES LP	00507769	82153	WT:RA CAPACITY PURCHASE DEC21	Electric Utility	7,400.00
				Total for Payment No.:		7,400.00

Payment No: 022050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00508033	204371	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	1,125.00
01/21/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00508034	204059	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	835.24
01/21/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00508035	204057	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	5,402.00
Total for Payment No.:						7,362.24

Payment No: 701991

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DESTINATIONS INTERNATIONAL	00507628	110391	EVENT IMPACT CALCULATOR	Deposit Funds.	3,140.00
01/14/2022	DESTINATIONS INTERNATIONAL	00507629	110401	EVENT IMPACT CALCULATOR	Deposit Funds.	4,200.00
Total for Payment No.:						7,340.00

Payment No: 702270

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WESTERN TRUCK FAB	00507864	23801	PARTS-V#3510	Electric Utility	7,326.11
Total for Payment No.:						7,326.11

Payment No: 022105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SERRANO ELECTRIC INC	00508416	31451	SCCC ELECTRICAL DEC 2021	Convention Cnt Maintenance Dis	7,287.38
Total for Payment No.:						7,287.38

Payment No: 022103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RENNE SLOAN HOLTZMAN SAKAI LLP	00508417	47902	LABOR NEGOTIATIONS	General Fund	2,713.50
01/28/2022	RENNE SLOAN HOLTZMAN SAKAI LLP	00508418	47904	LABOR NEGOTIATIONS	General Fund	4,455.00
Total for Payment No.:						7,168.50

Payment No: 701788

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ADT COMMERCIAL LLC	00505444	142769038	TASMAN LABOR	General Fund	616.69
01/07/2022	ADT COMMERCIAL LLC	00505444	142769038	TASMAN MATERIALS	General Fund	396.25
01/07/2022	ADT COMMERCIAL LLC	00506108	142941446	MATERIALS PD	General Fund	47.08
01/07/2022	ADT COMMERCIAL LLC	00506108	142941446	LABOR PD REPAIR	General Fund	1,210.91
01/07/2022	ADT COMMERCIAL LLC	00506109	142941902	HARRIS LASS LABOR	Public Buildings	660.00
01/07/2022	ADT COMMERCIAL LLC	00506109	142941902	MATERIALS	Public Buildings	62.10
01/07/2022	ADT COMMERCIAL LLC	00506110	142893431	YAC LABOR	General Fund	2,970.57
01/07/2022	ADT COMMERCIAL LLC	00506110	142893431	MATERIALS	General Fund	1,127.73
				Total for Payment No.:		7,091.33

Payment No: 021841

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ASPEN ENVIRONMENTAL GROUP	00507308	3360.003-16	SELF GENERATION TASK A-2	Electric Utility	272.29
01/07/2022	ASPEN ENVIRONMENTAL GROUP	00507320	3360.003-20	SELF GENERATION TASK A-2	Electric Utility	6,054.36
01/07/2022	ASPEN ENVIRONMENTAL GROUP	00507486	3360.001-32	SOUTHLOOP TASK A-1	Electric Utility Construction	733.47
				Total for Payment No.:		7,060.12

Payment No: 702229

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ORCHARD COMMERCIAL, INC	00507953	9448JAN2022A	SCCC DEC	Convention Cnt Maintenance Dis	6,450.00
01/28/2022	ORCHARD COMMERCIAL, INC	00507955	9448JAN2022B	SCCC KEYS	Convention Cnt Maintenance Dis	48.73
01/28/2022	ORCHARD COMMERCIAL, INC	00507957	9448JAN2022C	SCCC KEYS FOR GUARD SHACK	Convention Cnt Maintenance Dis	28.03
01/28/2022	ORCHARD COMMERCIAL, INC	00507958	9448JAN2022	SCCC 2 BOLLARD	Convention Cnt Maintenance Dis	523.17
				Total for Payment No.:		7,049.93

Payment No: 701871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MAZE & ASSOC	00507227	43246	WATER	Water Utility	351.00
01/07/2022	MAZE & ASSOC	00507227	43246	SOLID WASTE	Solid Waste Program	211.00
01/07/2022	MAZE & ASSOC	00507227	43246	SOSA	Sports & Open Space Authority	211.00
01/07/2022	MAZE & ASSOC	00507227	43246	CITY MANAGER	General Fund	3,518.00
01/07/2022	MAZE & ASSOC	00507227	43246	ELECTRIC	Electric Utility	2,603.00
01/07/2022	MAZE & ASSOC	00507227	43246	SEWER	Sewer Utility	141.00
Total for Payment No.:						7,035.00

Payment No: 702199

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	FIRST ALARM SECURITY & PATROL,	00508472	11961838	SECURITY GUARD SERVICES	General Fund	3,515.69
01/28/2022	FIRST ALARM SECURITY & PATROL,	00508473	12224195	SECURITY GUARD SERVICES	General Fund	3,398.01
Total for Payment No.:						6,913.70

Payment No: 022108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	YSERCO INC	00508415	10024	PREVENTATIVE MAINTENANCE TO OV	Public Buildings	6,808.25
Total for Payment No.:						6,808.25

Payment No: 702195

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CSG CONSULTANTS INC	00508495	40311	CHANGE ORDER #2: ADDITIONAL FU	PW Capital Proj ManagementFund	6,756.80
Total for Payment No.:						6,756.80

Payment No: 022058

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AFSCME COUNCIL 57	00508644	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	6,755.14
				Total for Payment No.:		6,755.14

Payment No: 702106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MINTIER HARNISH LP	00508062	SANTA CLARAZCU-42	CHANGE ORDER #2: ADDITIONAL FU	General Government - Other	6,735.80
				Total for Payment No.:		6,735.80

Payment No: 701895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	REED & GRAHAM INC	00507218	013039	MATERIALS FOR STREET MAINTENAN	General Fund	1,269.84
01/07/2022	REED & GRAHAM INC	00507391	015985	COLD MIX & BASE ROCK	Water Utility	535.29
01/07/2022	REED & GRAHAM INC	00507391	015985	COLD MIX & BASE ROCK	Electric Utility Construction	669.11
01/07/2022	REED & GRAHAM INC	00507391	015985	COLD MIX & BASE ROCK	Water Utility Construction	1,338.23
01/07/2022	REED & GRAHAM INC	00507391	015985	COLD MIX & BASE ROCK	Sewer Utility	133.82
01/07/2022	REED & GRAHAM INC	00507393	016678	COLD MIX & BASE ROCK	Water Utility	282.00
01/07/2022	REED & GRAHAM INC	00507393	016678	COLD MIX & BASE ROCK	Electric Utility Construction	352.50
01/07/2022	REED & GRAHAM INC	00507393	016678	COLD MIX & BASE ROCK	Water Utility Construction	704.98
01/07/2022	REED & GRAHAM INC	00507393	016678	COLD MIX & BASE ROCK	Sewer Utility	70.50
01/07/2022	REED & GRAHAM INC	00507396	017558	COLD MIX & BASE ROCK	Water Utility	47.96
01/07/2022	REED & GRAHAM INC	00507396	017558	COLD MIX & BASE ROCK	Electric Utility Construction	59.96
01/07/2022	REED & GRAHAM INC	00507396	017558	COLD MIX & BASE ROCK	Water Utility Construction	119.91
01/07/2022	REED & GRAHAM INC	00507396	017558	COLD MIX & BASE ROCK	Sewer Utility	11.99
01/07/2022	REED & GRAHAM INC	00507434	017645	MATERIALS FOR STREET	General Fund	1,132.95

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Total for Payment No.: 6,729.04

Payment No: 701874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MOTT MACDONALD GROUP, LLC	00507464	100250-11	LAFAYETTE ST UNDERPASS AT SUBW	Storm Drain	6,630.00
Total for Payment No.:						6,630.00

Payment No: 021952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GRAINGER	00506994	9019328450	HAND CLEANER GEL	Electric Utility	93.76
01/14/2022	GRAINGER	00506995	9047312609	PADLOCKS	Sewer Utility	81.78
01/14/2022	GRAINGER	00506996	9050607291	ASSORTED TOOLS	Water Utility	515.02
01/14/2022	GRAINGER	00506997	9070693263	SHOP TICKET HOLDER	Water Utility	66.32
01/14/2022	GRAINGER	00506997	9070693263	STORAGE SHED	Water Utility	546.75
01/14/2022	GRAINGER	00506998	9076266452	EAR PLUGS	Water Utility	159.92
01/14/2022	GRAINGER	00506998	9076266452	EAR PLUGS	Electric Utility	159.93
01/14/2022	GRAINGER	00507000	9091756750	1/2 SUMP	Sewer Utility	220.83
01/14/2022	GRAINGER	00507001	9111112075	ASSORTED TOOLS	Sewer Utility	898.93
01/14/2022	GRAINGER	00507002	9124540817	GOGGLES	Sewer Utility	139.62
01/14/2022	GRAINGER	00507003	9125415415	AIR GUN THUMB LEVER	Water Utility	36.31
01/14/2022	GRAINGER	00507005	9963577789	ANTISEPTIC BOTTLE	Electric Utility	-272.27
01/14/2022	GRAINGER	00507034	9155702773	SOLENOID VALVE	Electric Utility	1,217.31
01/14/2022	GRAINGER	00507667	9139502141	WRENCH, 12IN ADJUSTABLE KLEIN	Electric Utility	562.17
01/14/2022	GRAINGER	00507668	9139592191	SHACKLE, ANCHOR TYPE, DROP FOR	Electric Utility	131.71
01/14/2022	GRAINGER	00507669	9139592183	LAMP, TELEPHONE, 24V, 0.032A T	Electric Utility	193.89
01/14/2022	GRAINGER	00507670	9139163340	LAMP, MINIATURE, 55V, 0.05A, T	Electric Utility	21.12
01/14/2022	GRAINGER	00507670	9139163340	LAMP, MINIATURE, 55V, 0.05A, T	Electric Utility	211.15

01/14/2022	GRAINGER	00507723	9146115077	PLIERS, 9IN SIDE CUTTING KLEIN	Electric Utility	1,168.54
01/14/2022	GRAINGER	00507725	9137790391	EAR MUFFS OVER THE HEAD 30dB G	Electric Utility	81.32
01/14/2022	GRAINGER	00507727	9145379062	BATTERY, AA, ALKALINE, RAY-O-V	Water Utility	138.55
Total for Payment No.:						6,372.66

Payment No: 701973

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ASSOCIATED POWER SOLUTIONS,	00507731	S-21-1711	BATTERY MAINTENANCE & TESTING	Electric Utility	6,294.00
Total for Payment No.:						6,294.00

Payment No: 022001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	DALEO INC	00506833	SV7-177-01	2004D MASTER CONTRACT	Electric Utility	6,237.43
Total for Payment No.:						6,237.43

Payment No: 702014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	LEIDOS ENGINEERING, LLC	00507717	INV-0007526668	ENGINEERING SUPPORT SERVICE FO	Electric Utility	6,237.00
Total for Payment No.:						6,237.00

Payment No: 022041

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	POWER SYSTEMS OPERATIONS	00507584	1474	VERA VALIDATION UPDATES DEC21	Electric Utility	6,202.02
Total for Payment No.:						6,202.02

Payment No: 022029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022		00508063	529802	LEGAL SERVICES - CHANGE ORDER	Sewer Utility	6,142.40
				Total for Payment No.:		6,142.40

Payment No: 021990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	APPLIED POWER TECHNOLOGIES INC	00507620	13711-07	MO. EPMS MAINT SRV NOV2021	Electric Utility	3,061.50
01/21/2022	APPLIED POWER TECHNOLOGIES INC	00507621	13711-08	MO. EPMS MAINT SRV DEC2021	Electric Utility	3,061.50
				Total for Payment No.:		6,123.00

Payment No: 022021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1241 AD ABK	General Fund	118.90
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1241 AD CD	General Fund	85.94
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1241 AD DVD	General Fund	186.97
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1233 AD DVD	General Fund	136.31
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1235 AD DVD	General Fund	36.52
01/21/2022	MIDWEST TAPE LLC	00507311	501448323	1235 JUV DVD	General Fund	109.55
01/21/2022	MIDWEST TAPE LLC	00507314	501491666	1241 AD STRM	General Fund	4,935.88
01/21/2022	MIDWEST TAPE LLC	00507625	501482455	1241 AD CD	General Fund	32.72
01/21/2022	MIDWEST TAPE LLC	00507626	501487338	1241 AD ABK	General Fund	46.90
01/21/2022	MIDWEST TAPE LLC	00507626	501487338	1241 AD CD	General Fund	30.64
01/21/2022	MIDWEST TAPE LLC	00507626	501487338	1241 AD DVD	General Fund	316.48
01/21/2022	MIDWEST TAPE LLC	00507626	501487338	1235 AD DVD	General Fund	26.17
				Total for Payment No.:		6,062.98

Payment No: 702141

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	TOWNSEND PUBLIC AFFAIRS INC	00508074	17930	Water Utility Fund	Water Utility	416.50
01/21/2022	TOWNSEND PUBLIC AFFAIRS INC	00508074	17930	State and Federal Legislative	General Fund	2,167.00
01/21/2022	TOWNSEND PUBLIC AFFAIRS INC	00508074	17930	Silicon Valley Power's Adminis	Electric Utility	3,000.00
01/21/2022	TOWNSEND PUBLIC AFFAIRS INC	00508074	17930	Sewer Utility Fund	Sewer Utility	416.50
				Total for Payment No.:		6,000.00

Payment No: 021858

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DALEO INC	00505427	SV7-172-01	2004D MASTER CONTRACT	Electric Utility	5,974.72
				Total for Payment No.:		5,974.72

Payment No: 701903

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SANTA CLARA WEEKLY	00506111	1245966	BID 2124B PUBLISH 11/24/2021	Electric Utility Construction	2,784.00
01/07/2022	SANTA CLARA WEEKLY	00506111	1245966	DISCOUNT FOR PUBLISH ERROR	Electric Utility Construction	-278.40
01/07/2022	SANTA CLARA WEEKLY	00506591	1245969	12/1/21 PUB-HAUL REFUSE/RECYCL	General Fund	1,584.00
01/07/2022	SANTA CLARA WEEKLY	00507244	1245970	PUBLICATION FOR ORDINANCE 2035	General Fund	600.00
01/07/2022	SANTA CLARA WEEKLY	00507245	1245971	PUBLICATION FOR ORDINANCE 2036	General Fund	600.00
01/07/2022	SANTA CLARA WEEKLY	00507247	1245972	PUBLICATION FOR ORDINANCE 2037	General Fund	600.00
				Total for Payment No.:		5,889.60

Payment No: 702030

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	STALKER RADAR	00507823	394997	LIDAR-XS-C	Police Operating Grant Fund	5,876.38

Total for Payment No.:

5,876.38

Payment No: 021853

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CINTAS CORP #630	00506117	4104077727	UNIFORMS	General Fund	64.71
01/07/2022	CINTAS CORP #630	00506137	4103902745	MONTAGUE - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506137	4103902745	MONTAGUE - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506138	4103902780	MONTAGUE SWIM - CHEMICALS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506138	4103902780	MONTAGUE SWIM - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506140	4103904007	T BARRETT - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506140	4103904007	T BARRETT - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506142	4104062712	BRACHER - CHEMS	General Fund	20.44
01/07/2022	CINTAS CORP #630	00506142	4104062712	BRACHER - DS1	Other City Dept Op Grant Fund	9.82
01/07/2022	CINTAS CORP #630	00506144	4104066628	YOUTH SOCCER - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506144	4104066628	YOUTH SOCCER - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506145	4104067880	MAYWOOD - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506145	4104067880	MAYWOOD - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506147	4104067910	J STRAND - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506147	4104067910	J STRAND - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506149	4104068016	WESTWOOD - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506149	4104068016	WESTWOOD - DS1	Other City Dept Op Grant Fund	16.37
01/07/2022	CINTAS CORP #630	00506150	4104068629	PARK YARD	General Fund	128.49
01/07/2022	CINTAS CORP #630	00506151	4104068841	BOWERS - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506151	4104068841	BOWERS - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506152	4104068984	CABRILLO - CHEMS	General Fund	47.37

01/07/2022	CINTAS CORP #630	00506152	4104068984	CABRILLO - DS1	Other City Dept Op Grant Fund	5.04
01/07/2022	CINTAS CORP #630	00506153	4104069091	WAR MEMORIAL - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506153	4104069091	WAR MEMORIAL - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506154	4104069213	MACHADO - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506154	4104069213	MACHADO - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506157	4104069226	STEVE CARLI - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506157	4104069226	STEVE CARLI - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506158	4104077561	LARRY - CHEMS	General Fund	10.93
01/07/2022	CINTAS CORP #630	00506158	4104077561	LARRY - DS1	Other City Dept Op Grant Fund	6.55
01/07/2022	CINTAS CORP #630	00506160	4104077881	WARBURTON - CHEMS	General Fund	21.68
01/07/2022	CINTAS CORP #630	00506160	4104077881	WARBURTON - DS1	Other City Dept Op Grant Fund	9.82
01/07/2022	CINTAS CORP #630	00506161	4104080678	PARKWAY - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506161	4104080678	PARKWAY - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506228	4104352556	EVERETT ALVAREZ - CHEMICALS	General Fund	20.44
01/07/2022	CINTAS CORP #630	00506228	4104352556	EVERETT ALVAREZ - DS1	Other City Dept Op Grant Fund	9.82
01/07/2022	CINTAS CORP #630	00506234	4104352555	HENRY SCHMIDT - CHEMICALS	General Fund	20.44
01/07/2022	CINTAS CORP #630	00506234	4104352555	HENRY SCHMIDT - DS1	Other City Dept Op Grant Fund	9.82
01/07/2022	CINTAS CORP #630	00506236	4104352334	SENIOR CENTER - CHEMICALS	General Fund	67.57
01/07/2022	CINTAS CORP #630	00506236	4104352334	SENIOR CENTER - DS1	Other City Dept Op Grant Fund	39.29
01/07/2022	CINTAS CORP #630	00506238	4104346547	AGNEW PARK - CHEMICALS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506238	4104346547	AGNEW PARK - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506252	4104346522	FULLER STREET PARK - CHEMS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506252	4104346522	FULLER STREET PARK - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506253	4104346409	LIVE OAK - CHEMICALS	General Fund	34.10

01/07/2022	CINTAS CORP #630	00506253	4104346409	LIVE OAK - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506255	4104346351	THAMIEN PARK - CHEMICALS	General Fund	34.10
01/07/2022	CINTAS CORP #630	00506255	4104346351	THAMIEN PARK - DS1	Other City Dept Op Grant Fund	19.64
01/07/2022	CINTAS CORP #630	00506256	4104346255	LICK MILL - CHEMICALS	General Fund	41.21
01/07/2022	CINTAS CORP #630	00506258	4104346251	LICK MILL - UNIFORMS	General Fund	70.95
01/07/2022	CINTAS CORP #630	00506260	4104069085	PARK YARD - SANIS BOWL CLIP	General Fund	4.57
01/07/2022	CINTAS CORP #630	00506260	4104069085	PARK YARD - UNIFORMS	General Fund	1,021.74
01/07/2022	CINTAS CORP #630	00506262	4103346783	PARK YARD - SANIS BOWL CLIP	General Fund	4.57
01/07/2022	CINTAS CORP #630	00506262	4103346783	PARK YARD - UNIFORMS	General Fund	353.33
01/07/2022	CINTAS CORP #630	00506263	4102704134	PARK YARD - SANIS BOWL CLIP	General Fund	4.57
01/07/2022	CINTAS CORP #630	00506263	4102704134	PARK YARD - UNIFORMS	General Fund	353.33
01/07/2022	CINTAS CORP #630	00506264	4102065098	PARK YARD - SANIS BOWL CLIP	General Fund	4.57
01/07/2022	CINTAS CORP #630	00506264	4102065098	PARK YARD - UNIFORMS	General Fund	353.33
01/07/2022	CINTAS CORP #630	00506267	4104352264	CEMETERY - CHEMICALS	Cemetery	54.39
01/07/2022	CINTAS CORP #630	00506267	4104352264	CEMETERY - UNIFORMS	Cemetery	31.23
01/07/2022	CINTAS CORP #630	00506267	4104352264	CEMETERY - DS1	Other City Dept Op Grant Fund	19.88
01/07/2022	CINTAS CORP #630	00506599	4104488786	UNIFORMS	General Fund	86.30
01/07/2022	CINTAS CORP #630	00506612	4104920071	FLEET RENTALS	Fleet Operation Fund	248.06
01/07/2022	CINTAS CORP #630	00506612	4104920071	SAFEWASHER MOBL SRVC-NONTXB	Fleet Operation Fund	31.07
01/07/2022	CINTAS CORP #630	00506625	4104203888	2021 DEC WATER UNIFORM SERVICE	Water Utility	433.33
01/07/2022	CINTAS CORP #630	00506625	4104203888	2021 DEC WATER UNIFORM SERVICE	Sewer Utility	433.32
01/07/2022	CINTAS CORP #630	00506999	4104919081	2021 DEC WATER UNIFORM SERVICE	Water Utility	482.80
01/07/2022	CINTAS CORP #630	00506999	4104919081	2021 DEC WATER UNIFORM SERVICE	Sewer Utility	482.80
				Total for Payment No.:		5,864.15

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	WESTERN STATES OIL CO	00507120	460344	UNLDED- PD MOTORCYCLS	Fleet Operation Fund	49.03
01/14/2022	WESTERN STATES OIL CO	00507636	823803	RENEWABLE DIESEL	Fleet Operation Fund	1,490.22
01/14/2022	WESTERN STATES OIL CO	00507637	823802	RENEWABLE DIESEL	Fleet Operation Fund	1,303.95
01/14/2022	WESTERN STATES OIL CO	00507638	823801	RENEWABLE DIESEL	Fleet Operation Fund	1,490.22
01/14/2022	WESTERN STATES OIL CO	00507639	823804	RENEWABLE DIESEL	Fleet Operation Fund	1,527.48
				Total for Payment No.:		5,860.90

Payment No: 021878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INGRAM LIBRARY SERVICES INC	00506445	56484960	1241 AD BK	General Fund	2,768.50
01/07/2022	INGRAM LIBRARY SERVICES INC	00506445	56484960	1231 JUV BK	General Fund	1,742.15
01/07/2022	INGRAM LIBRARY SERVICES INC	00506445	56484960	1232 YA BK	General Fund	128.00
01/07/2022	INGRAM LIBRARY SERVICES INC	00506447	56484975	1235 AD/JUV BK	General Fund	844.21
01/07/2022	INGRAM LIBRARY SERVICES INC	00506454	56484990	1236 JUV BK	General Fund	123.96
01/07/2022	INGRAM LIBRARY SERVICES INC	00506462	56484991	1233 AD/JUV BK	General Fund	80.90
01/07/2022	INGRAM LIBRARY SERVICES INC	00506713	56296761	1235 AD BK	General Fund	50.86
01/07/2022	INGRAM LIBRARY SERVICES INC	00506714	56305475	1235 AD BK	General Fund	25.93
01/07/2022	INGRAM LIBRARY SERVICES INC	00506715	56612783	1231 JUV BK	General Fund	94.63
				Total for Payment No.:		5,859.14

Payment No: 022007

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FIREFIGHTER INSPIRATION	00504978	30468NOV2021	CALM THE CHAOS TRAINING	General Fund	5,846.53
				Total for Payment No.:		5,846.53

Payment No: 022031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ONESOURCE DISTRIBUTORS LLC	00508148	S6852029.001	TERMINAL, LUG, 2 HOLE PAD, COM	Electric Utility	2,853.62

01/21/2022	ONESOURCE DISTRIBUTORS LLC	00508149	S6849075.001	GAIN, POLE, PLASTIC, 4-3/4IN X	Electric Utility	1,759.64
01/21/2022	ONESOURCE DISTRIBUTORS LLC	00508150	S6778502.001	SEAL, DEMAND RESET, SNAP-LOCK	Electric Utility	1,178.04
				Total for Payment No.:		5,791.30

Payment No: 701939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WEST COAST CODE CONSULTANTS INC	00507340	221-011-004-03	WC3 Agreement for Plan Review	Building New Dvlpmnt Svc Fee	1,567.50
01/07/2022	WEST COAST CODE CONSULTANTS INC	00507340	221-011-004-03	AGREEMENT FOR SERVICES TO PERF	Building New Dvlpmnt Svc Fee	2,282.50
01/07/2022	WEST COAST CODE CONSULTANTS INC	00507342	221-011-004-02	AGREEMENT FOR SERVICES TO PERF	Building New Dvlpmnt Svc Fee	1,880.00
				Total for Payment No.:		5,730.00

Payment No: 022027

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MUNISERVICES LLC	00508078	INV06-013440	TRANSIENT OCCUPANCY TAX (TOT)	General Fund	5,700.00
				Total for Payment No.:		5,700.00

Payment No: 702066

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	55 GALLON CLOSED TOP BARREL RE	Electric Utility	160.96
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	55 GALLON CLOSED TOP BARREL RE	Electric Utility	160.96
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	5 GALLON CLOSED TOP BARREL NEW	Electric Utility	649.29
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	5 GALLON CLOSED TOP BARREL NEW	Electric Utility	649.29
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	55 GALLON OPEN TOP BARREL RECO	Electric Utility	172.42
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508178	7028	55 GALLON OPEN TOP BARREL RECO	Electric Utility	172.42

01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508179	6980	ABSORBENT MAT, OIL, 16.5 X 20,	Electric Utility	654.75
01/21/2022	BAYSHORE SAFETY & INDUSTRIAL	00508180	6939	EXAM GLOVES,XL, POWDERLESS, MI	Water Utility	3,062.92
Total for Payment No.:						5,683.01

Payment No: 701917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SWA SERVICES GROUP	00506123	21830	3025 RAYMOND	Electric Utility	1,445.14
01/07/2022	SWA SERVICES GROUP	00506270	21676	CELEBRATE SC EVENT LABOR ONLY	General Fund	558.00
01/07/2022	SWA SERVICES GROUP	00507228	21808	JANITORIAL SERVICES AT THE ISC	General Fund	3,625.87
Total for Payment No.:						5,629.01

Payment No: 701757

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ALTA PLANNING & DESIGN	00507379	00-2020-014-12	PRUNERIDGE AVE COMPLETE STREET	Streets And Highways	4,702.00
01/07/2022	ALTA PLANNING & DESIGN	00507379	00-2020-014-12	CONTINGENCY. FUNDING: 533-124	Streets And Highways	886.00
Total for Payment No.:						5,588.00

Payment No: 702243

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SANTA CLARA WEEKLY	00507938	1246008	CE 20-21-09 NOTICE INVTNG BIDS	Streets And Highways	2,760.00
01/28/2022	SANTA CLARA WEEKLY	00507939	1246047	CE 20-21-09(P2)NTC INVTNG BIDS	Streets And Highways	2,784.00
Total for Payment No.:						5,544.00

Payment No: 702118

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RAPID RATINGS INTERNATIONAL	00507499	CINV-01572	2022 FINANCIAL HEALTH RATINGS	Electric Utility	5,500.00
Total for Payment No.:						5,500.00

Payment No: 701909

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SIDRA MEDICAL SUPPLY INC.	00507246	1226	MASKs - PPE	Police Operating Grant Fund	5,500.00
				Total for Payment No.:		5,500.00

Payment No: 021915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022		00507248	381756-0002	LEGAL SERVICES	Electric Utility	5,460.00
				Total for Payment No.:		5,460.00

Payment No: 702172

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AIR VACUUM CORPORATION	00507870	15083	10 4 STAGE FILTER PACK	General Fund	5,045.25
01/28/2022	AIR VACUUM CORPORATION	00507870	15083	3 AIR VAC 911 PREFILTER	General Fund	391.75
				Total for Payment No.:		5,437.00

Payment No: 702017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MOTT MACDONALD GROUP, LLC	00507747	504100382-06	STORM DRAIN SLIDE GATE REHABIL	Storm Drain	5,415.00
				Total for Payment No.:		5,415.00

Payment No: 702269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WEST COAST ARBORISTS INC	00507936	180887	PLANT/STUMP REMVL DEC1-15/21	Streets And Highways	5,387.00
				Total for Payment No.:		5,387.00

Payment No: 021874

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HILL BROTHERS CHEMICAL CO	00506184	07115939	AQUA AMMONIA 12/1/21	Electric Utility	5,344.77
				Total for Payment No.:		5,344.77

Payment No: 701932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	UNIVAR SOLUTIONS USA INC	00507456	99175489	BULK CHEMICALS	Electric Utility	5,171.13
				Total for Payment No.:		5,171.13

Payment No: 021958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	INGRAM LIBRARY SERVICES INC	00506886	56655611	1241 AD BK	General Fund	2,178.95
01/14/2022	INGRAM LIBRARY SERVICES INC	00506886	56655611	1231 JUV BK	General Fund	1,943.31
01/14/2022	INGRAM LIBRARY SERVICES INC	00506886	56655611	1232 YA BK	General Fund	13.84
01/14/2022	INGRAM LIBRARY SERVICES INC	00506887	56655627	1235 AD/JUV/YA BK	General Fund	887.86
01/14/2022	INGRAM LIBRARY SERVICES INC	00506888	56655642	1236 JUV BK	General Fund	56.11
01/14/2022	INGRAM LIBRARY SERVICES INC	00506890	56655643	1233 AD/JUV BK	General Fund	79.62
				Total for Payment No.:		5,159.69

Payment No: 021972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	R F MACDONALD CO	00507904	I224558	INBOUND FREIGHT ON ABOVE ITEMS	Electric Utility	49.64
01/14/2022	R F MACDONALD CO	00507904	I224558	PN# M59936 - 1.375 5611Q BIG B	Electric Utility	4,971.81
01/14/2022	R F MACDONALD CO	00507904	I224558	PN# C02495A23-6359 - ITEM #412	Electric Utility	27.58
				Total for Payment No.:		5,049.03

Payment No: 022040

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	PITNEY BOWES POSTAGE BY PHONE	00507606	8977JAN2022	POSTAGE	General Fund	5,017.00
Total for Payment No.:						5,017.00

Payment No: 701842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FRONTIER ENERGY, INC.	00503656	188209	FE3 TRAINING 20 STUDENTS MAR21	Elec OperatingGrant Trust Fund	5,000.00
Total for Payment No.:						5,000.00

Payment No: 702090

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	INTELLIGENT TECHNOLOGIES & SVC	00507553	90194	FAN TEST GIA NOV/DEC21	Electric Utility	2,500.00
01/21/2022	INTELLIGENT TECHNOLOGIES & SVC	00507553	90194	FAN TEST DVR NOV/DEC21	Electric Utility	2,500.00
Total for Payment No.:						5,000.00

Payment No: 701868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LN CURTIS & SONS	00505955	INV471623	1 PAIR OF TACTICAL BOOTS	Fire Department	313.88
01/07/2022	LN CURTIS & SONS	00505956	INV476642	1 PAIR OF TACTICAL BOOTS	Fire Department	313.88
01/07/2022	LN CURTIS & SONS	00506183	INV497664	ANN SER ON HURST EDRAULIC TOOL	General Fund	1,200.00
01/07/2022	LN CURTIS & SONS	00506183	INV497664	ANN SER FIRST HURST HYD TOOLS	General Fund	900.00
01/07/2022	LN CURTIS & SONS	00506183	INV497664	ANN SER ON HURST ADTL HYD TOOL	General Fund	750.00
01/07/2022	LN CURTIS & SONS	00506183	INV497664	1 GALLON 5K LP BLUE FLUID NFPA	General Fund	135.16
01/07/2022	LN CURTIS & SONS	00506183	INV497664	ORN TWIN LINE HOSE W O RINGS	General Fund	352.07
01/07/2022	LN CURTIS & SONS	00506192	INV489320	EXL EXTENDED LIFE BATTERY	General Fund	633.38
01/07/2022	LN CURTIS & SONS	00507323	INV549232	FF-42J HAWKE	Fire Department	381.56
Total for Payment No.:						4,979.93

Payment No: 021895

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ORACLE AMERICA INC	00507399	100189797	PEOPLESFT PROGRAM-RELATED SER	General Fund	4,928.01
Total for Payment No.:						4,928.01

Payment No: 701852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HYDROSCIENCE ENGINEERS INC	00507473	316002029	AS-NEEDED SERVICES	Water Utility Construction	4,920.00
Total for Payment No.:						4,920.00

Payment No: 702021

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PAETEC	00507121	74414390	TELEPHONE SVCS 11/22-12/21/21	Information Technology Service	4,836.40
Total for Payment No.:						4,836.40

Payment No: 701934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	VALLEY POWER SYSTEMS INC	00506574	K57755	V3445 WO 132152 LABOR CHGS	Fleet Operation Fund	1,200.00
01/07/2022	VALLEY POWER SYSTEMS INC	00506575	K57754	V3446 WO 132150 LABOR CHGS	Fleet Operation Fund	1,200.00
01/07/2022	VALLEY POWER SYSTEMS INC	00506576	K57753	V3449 WO 132149 LABOR CHGS	Fleet Operation Fund	1,200.00
01/07/2022	VALLEY POWER SYSTEMS INC	00506577	K57752	V3448 WO 132148 LABOR CHGS	Fleet Operation Fund	1,200.00
Total for Payment No.:						4,800.00

Payment No: 003051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	STATE DISBURSEMENT UNIT	00507988	12/26/21-01/08/22	WAGE ATTACHMENTS B2201	Payroll Liability&ClearingAcct	4,759.80
Total for Payment No.:						4,759.80

Payment No: 003056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	STATE DISBURSEMENT UNIT	00508642	01/09/22-01/22/22	WAGE ATTACHMENTS B2202	Payroll Liability&ClearingAcct	4,759.80
Total for Payment No.:						4,759.80

Payment No: 701907

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SHAWN SPANO	00507386	3-21	Communications Office Project	General Fund	4,750.00
Total for Payment No.:						4,750.00

Payment No: 021997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CINTAS CORP #630	00507254	4105344866	UNIFORM SERVICES	General Fund	55.74
01/21/2022	CINTAS CORP #630	00507255	4105993833	UNIFORM SERVICES	General Fund	55.74
01/21/2022	CINTAS CORP #630	00507518	4105344787	UNIFORMS	General Fund	145.11
01/21/2022	CINTAS CORP #630	00507519	4105149147	UNIFORMS	General Fund	84.80
01/21/2022	CINTAS CORP #630	00507520	4104794423	UNIFORMS	General Fund	64.71
01/21/2022	CINTAS CORP #630	00507522	4105993812	UNIFORMS	General Fund	64.71
01/21/2022	CINTAS CORP #630	00507531	4106643445	MONTAGUE - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507531	4106643445	MONTAGUE - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507533	4106643471	MONTAGUE SWIM - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507533	4106643471	MONTAGUE SWIM - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507537	4106809964	BRACHER - CHEMICALS	General Fund	20.44
01/21/2022	CINTAS CORP #630	00507537	4106809964	BRACHER - DS1	Other City Dept Op Grant Fund	9.82
01/21/2022	CINTAS CORP #630	00507538	4106810952	SC SOCCER - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507538	4106810952	SC SOCCER - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507542	4106811266	JENNY STRAND - CHEMICALS	General Fund	34.10

01/21/2022	CINTAS CORP #630	00507542	4106811266	JENNY STRAND - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507543	4106811297	MAYWOOD PARK - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507543	4106811297	MAYWOOD PARK - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507544	4106811372	WESTWOOD OAKS - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507544	4106811372	WESTWOOD OAKS - DS1	Other City Dept Op Grant Fund	16.37
01/21/2022	CINTAS CORP #630	00507545	4106811471	PARK YARD - CLEANERS	General Fund	133.02
01/21/2022	CINTAS CORP #630	00507546	4106811559	CABRILLO YOUTH - CHEMICALS	General Fund	47.37
01/21/2022	CINTAS CORP #630	00507546	4106811559	CABRILLO YOUTH - DS1	Other City Dept Op Grant Fund	5.04
01/21/2022	CINTAS CORP #630	00507547	4106811587	STEVE CARLI - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507547	4106811587	STEVE CARLI - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507549	4106811593	BOWERS PARK - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507549	4106811593	BOWERS PARK - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507550	4106811637	MACHADO - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507550	4106811637	MACHADO - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507554	4106813006	LARRY J - CHEMICALS	General Fund	10.93
01/21/2022	CINTAS CORP #630	00507554	4106813006	LARRY J - DS1	Other City Dept Op Grant Fund	6.55
01/21/2022	CINTAS CORP #630	00507557	4106813019	WARBURTON SWIM - CHEMICALS	General Fund	21.68
01/21/2022	CINTAS CORP #630	00507557	4106813019	WARBURTON SWIM - DS1	Other City Dept Op Grant Fund	9.82
01/21/2022	CINTAS CORP #630	00507559	4106813293	PARKWAY - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507559	4106813293	PARKWAY - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507561	4106811683	WAR MEMORIAL - CHEMICALS	General Fund	34.10
01/21/2022	CINTAS CORP #630	00507561	4106811683	WAR MEMORIAL - DS1	Other City Dept Op Grant Fund	19.64
01/21/2022	CINTAS CORP #630	00507564	4106811633	PARKS YARD - SANIS BOWL CLIP	General Fund	4.57
01/21/2022	CINTAS CORP #630	00507564	4106811633	PARKS YARD - UNIFORMS	General Fund	340.70

01/21/2022	CINTAS CORP #630	00507585	4106166221	2021 DEC WATER UNIFORM SERVICE	Water Utility	503.80
01/21/2022	CINTAS CORP #630	00507585	4106166221	2021 DEC WATER UNIFORM SERVICE	Sewer Utility	503.79
01/21/2022	CINTAS CORP #630	00507586	4105517092	2021 DEC WATER UNIFORM SERVICE	Water Utility	339.39
01/21/2022	CINTAS CORP #630	00507586	4105517092	2021 DEC WATER UNIFORM SERVICE	Sewer Utility	339.38
01/21/2022	CINTAS CORP #630	00507708	4105149533	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	496.99
01/21/2022	CINTAS CORP #630	00508064	4106959033	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	588.35
01/21/2022	CINTAS CORP #630	00508064	4106959033	HAND SANITIZER SVC, WET WIPE	Electric Utility	7.32
01/21/2022	CINTAS CORP #630	00508133	4106959016	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	258.62
Total for Payment No.:						4,706.26

Payment No: 021942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ELECTRICAL CONSULTANTS INC	00507818	98145	TRANSMISSION ENGINEERING AND D	Electric Utility Construction	4,607.50
Total for Payment No.:						4,607.50

Payment No: 021970

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PLANET FUTSAL INC	00507730	7	INSTRUCTOR PAYMENT FY 21-22 FO	General Fund	4,543.00
Total for Payment No.:						4,543.00

Payment No: 702060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ADVANCED ENERGY SOLUTIONS INC	00507617	R22-SLR-0013	LTG REBATE; ACCT 16328-7	Elec OperatingGrant Trust Fund	1,120.00

01/21/2022	ADVANCED ENERGY SOLUTIONS INC	00507618	R22-SLR-0133	LTG REBATE; ACCT 16326-8	Elec OperatingGrant Trust Fund	1,120.00
01/21/2022	ADVANCED ENERGY SOLUTIONS INC	00507619	R22-SLR-0024	LTG REBATE; ACCT 79778-02	Elec OperatingGrant Trust Fund	2,300.00
Total for Payment No.:						4,540.00

Payment No: 021961

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MARIN CLEAN ENERGY	00507370	SVP-1221RA	RA CAPACITY PURCHASE DEC21	Electric Utility	137,500.00
01/14/2022	MARIN CLEAN ENERGY	00507370	SVP-1221RA	RA CAPACITY SALE DEC21	Electric Utility	-133,000.00
Total for Payment No.:						4,500.00

Payment No: 701894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	QUESTICA, INC.	00507064	INV108845	ADDITIONAL PRODUCTS & SERVICES	General Fund	4,410.00
Total for Payment No.:						4,410.00

Payment No: 021928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	INTL FIREFIGHTERS LOCAL 1171	00507910	11/28/21-01/08/22	RETIRED FIRE MEDICAL BENEFITS	Payroll Liability&ClearingAcct	4,392.00
Total for Payment No.:						4,392.00

Payment No: 702147

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	WILSON BOHANNAN	00508138	0184981-IN	PADLOCK, 1/4IN DIA. X 2IN CHRO	Electric Utility	4,378.10
Total for Payment No.:						4,378.10

Payment No: 701998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FEDEX FREIGHT INC	00506991	8695065153	FED EX FREIGHT	Electric Utility	4,322.57
				Total for Payment No.:		4,322.57

Payment No: 702213

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	KONE INC	00507950	921439489	SENIOR CENTER	General Fund	1,123.72
01/28/2022	KONE INC	00507952	962098253	SCCC	Convention Cnt Maintenance Dis	262.79
01/28/2022	KONE INC	00507952	962098253	CITY HALL	General Fund	78.20
01/28/2022	KONE INC	00507952	962098253	CENTRAL LIB	General Fund	478.02
01/28/2022	KONE INC	00507952	962098253	PD	General Fund	425.04
01/28/2022	KONE INC	00507952	962098253	PD GUN RANGE	General Fund	34.80
01/28/2022	KONE INC	00507952	962098253	SENIOR CENTER	General Fund	350.09
01/28/2022	KONE INC	00507952	962098253	BERMAN	General Fund	78.20
01/28/2022	KONE INC	00507952	962098253	TASMAN	General Fund	1,193.85
01/28/2022	KONE INC	00507952	962098253	FS 2	General Fund	130.79
01/28/2022	KONE INC	00507952	962098253	CRC	General Fund	34.80
01/28/2022	KONE INC	00507952	962098253	SVP DUANE	Electric Utility	130.79
				Total for Payment No.:		4,321.09

Payment No: 021986

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507494	100795	LABOR - 881 MARTIN	Electric Utility	295.00
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507494	100795	MATERIALS	Electric Utility	590.63
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507495	100798	SERVICE CALL 881 MARTIN	Electric Utility	385.00
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507495	100798	KEY	Electric Utility	54.63
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507497	100802	SVP CITY HALL	Electric Utility	1,050.00
01/21/2022	ALTERNATIVE OFFICE SOLUTIONS	00507497	100802	INSTALL SVP CLEAN UP	Electric Utility	1,945.00
				Total for Payment No.:		4,320.26

Payment No: 021994

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022		00508071	277782	CHANGE ORDER #1: ADDITIONAL FU	Electric Utility Construction	4,266.80
				Total for Payment No.:		4,266.80

Payment No: 021938

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CINTAS CORP #630	00506709	4104792640	PARK YARD - SANIS BOWL CLIP	General Fund	4.57
01/14/2022	CINTAS CORP #630	00506709	4104792640	PARK YARD - UNIFORMS	General Fund	340.70
01/14/2022	CINTAS CORP #630	00506710	4104792669	CABRILLO YOUTH CENTER - CHEMS	General Fund	45.46
01/14/2022	CINTAS CORP #630	00506710	4104792669	CABRILLO YOUTH CENTER - DS1	Other City Dept Op Grant Fund	5.04
01/14/2022	CINTAS CORP #630	00506711	4104792687	CENTRAL PARK - CHEMICALS	General Fund	68.17
01/14/2022	CINTAS CORP #630	00506711	4104792687	CENTRAL PARK - DS1	Other City Dept Op Grant Fund	39.29
01/14/2022	CINTAS CORP #630	00506712	4104792703	CRC - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00506712	4104792703	CRC - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00506719	4104792712	MARY GOMEZ POOL - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00506719	4104792712	MARY GOMEZ POOL - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00506720	4105019079	CEMETERY - CHEMICALS	Cemetery	54.39
01/14/2022	CINTAS CORP #630	00506720	4105019079	CEMETERY - UNIFORMS	Cemetery	34.91
01/14/2022	CINTAS CORP #630	00506720	4105019079	CEMETERY - DS1	Other City Dept Op Grant Fund	19.88
01/14/2022	CINTAS CORP #630	00507049	4105498824	SC YOUTH SOCCER - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00507049	4105498824	SC YOUTH SOCCER - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507056	4105013156	LICK MILL UNIFORMS	General Fund	70.95
01/14/2022	CINTAS CORP #630	00507057	4105343948	CABRILLO YOUTH - CHEMICALS	General Fund	47.37
01/14/2022	CINTAS CORP #630	00507057	4105343948	CABRILLO YOUTH - DS1	Other City Dept Op Grant Fund	5.04

01/14/2022	CINTAS CORP #630	00507058	4105344034	PARK YARD - SANIS BOWL CLIP SV	General Fund	4.57
01/14/2022	CINTAS CORP #630	00507058	4105344034	PARK YARD - UNIFORMS	General Fund	342.28
01/14/2022	CINTAS CORP #630	00507059	4105344082	SOUZA - CHEMICALS	General Fund	32.04
01/14/2022	CINTAS CORP #630	00507059	4105344082	SOUZA - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507060	4105344103	ISC - CHEMICALS	General Fund	23.54
01/14/2022	CINTAS CORP #630	00507060	4105344103	ISC - DS1	Other City Dept Op Grant Fund	13.10
01/14/2022	CINTAS CORP #630	00507061	4105344112	SC TENNIS CENTER - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00507061	4105344112	SC TENNIS CENTER - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507099	4105721418	SAFEWASHR MOLB SRVC- TXBL	Fleet Operation Fund	31.07
01/14/2022	CINTAS CORP #630	00507099	4105721418	FLEET RENTALS	Fleet Operation Fund	245.69
01/14/2022	CINTAS CORP #630	00507161	4105724372	FREMONT SENIOR CENTER - CHEMS	General Fund	67.57
01/14/2022	CINTAS CORP #630	00507161	4105724372	FREMONT SENIOR CENTER - DS1	Other City Dept Op Grant Fund	39.29
01/14/2022	CINTAS CORP #630	00507162	4105992608	EARL CARMICHAEL PARK - CHEMS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00507162	4105992608	EARL CARMICHAEL PARK - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507163	4105992611	HOMERIDGE - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00507163	4105992611	HOMERIDGE - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507164	4105992692	CABRILLO YOUTH CENTER - CHEMS	General Fund	45.46
01/14/2022	CINTAS CORP #630	00507164	4105992692	CABRILLO YOUTH CENTER - DS1	Other City Dept Op Grant Fund	5.04
01/14/2022	CINTAS CORP #630	00507165	4105992713	WILSON - CHEMICALS	General Fund	34.10
01/14/2022	CINTAS CORP #630	00507165	4105992713	WILSON - DS1	Other City Dept Op Grant Fund	19.64
01/14/2022	CINTAS CORP #630	00507168	4105722579	LICK MILL UNIFORMS	General Fund	70.95
01/14/2022	CINTAS CORP #630	00507169	4105724289	CEMETERY - CHEMICALS	Cemetery	54.39
01/14/2022	CINTAS CORP #630	00507169	4105724289	CEMETERY - UNIFORMS	Cemetery	31.23
01/14/2022	CINTAS CORP #630	00507169	4105724289	CEMETERY - DS1	Other City Dept Op Grant Fund	19.88

01/14/2022	CINTAS CORP #630	00507170	4105992852	PARK SV CENTER SANIS BOWL CLIP	General Fund	4.57
01/14/2022	CINTAS CORP #630	00507170	4105992852	PARK SV CENTER UNIFORMS	General Fund	340.70
01/14/2022	CINTAS CORP #630	00507183	4106358685	LICK MILL UNIFORMS	General Fund	70.95
01/14/2022	CINTAS CORP #630	00507185	4106362162	CEMETERY - CHEMICALS	Cemetery	54.39
01/14/2022	CINTAS CORP #630	00507185	4106362162	CEMETERY - UNIFORMS	Cemetery	31.23
01/14/2022	CINTAS CORP #630	00507185	4106362162	CEMETERY - DS1	Other City Dept Op Grant Fund	19.88
01/14/2022	CINTAS CORP #630	00507709	4106165481	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	595.67
01/14/2022	CINTAS CORP #630	00507711	4106165660	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	258.62
01/14/2022	CINTAS CORP #630	00507712	4105515944	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	258.62
01/14/2022	CINTAS CORP #630	00507714	4105516622	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	399.20
Total for Payment No.:						4,191.52

Payment No: 702208

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ICE US OTC COMMODITY MARKETS LLC	00507784	1221000868088	ENERGY BROKER COMM DEC21	Electric Utility	4,185.00
Total for Payment No.:						4,185.00

Payment No: 022107

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SUNE W12DG-C, LLC	00507786	002379	ENERGY PURCH (SOLAR) DEC21	Electric Utility	4,147.94
Total for Payment No.:						4,147.94

Payment No: 702013

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/14/2022	LC ACTION POLICE SUPPLY	00506978	433396	CTS Inserts 40mm Sponge reload	General Fund	2,970.38
01/14/2022	LC ACTION POLICE SUPPLY	00507177	433920	Lyman Carrier Vest	General Fund	56.73
01/14/2022	LC ACTION POLICE SUPPLY	00507178	433919	Lyman Carrier	General Fund	163.52
01/14/2022	LC ACTION POLICE SUPPLY	00507242	433849	Vest N Zavala	General Fund	850.00
				Total for Payment No.:		4,040.63

Payment No: 701940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	SCCC0	Convention Cnt Maintenance Dis	70.00
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	CEMETRY	Cemetery	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	HARRIS LASS	Public Buildings	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	HEADEN INMAN	Public Buildings	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	JAMISON BROWN	Public Buildings	68.91
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	TRITON	Public Buildings	99.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	HEART OF VALLEY	Public Buildings	50.00
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	BUILDING MTCE	General Fund	226.98
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	BERRYESSA ADOBE	General Fund	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	PD	General Fund	146.41
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	STREETS	General Fund	217.83
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	FIRE	General Fund	794.63
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	LIBRARY CENTRAL	General Fund	165.91
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	COMMUNICATION SHOP	General Fund	68.16
01/07/2022	WESTERN EXTERMINATOR	00506125	24742C	PURCHASING WAREHOUSE	General Fund	68.16

COMPANY						
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	NORTHSIDE LIB	General Fund	99.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	MISSION LIB	General Fund	80.50
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	PARKS	General Fund	965.88
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	EOC	General Fund	78.91
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	TASMAN	General Fund	217.00
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	COMMUNITY DEV	General Fund	45.00
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	SVP DUANE	Electric Utility	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	SVP ROBERTS	Electric Utility	68.16
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	SVP MARTIN	Electric Utility	80.00
01/07/2022	WESTERN EXTERMINATOR COMPANY	00506125	24742C	MORSE MANSION	General Government - Other	85.00
Total for Payment No.:						4,036.56

Payment No: 701897

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RIGHT ANGLE DESIGN	00507237	6443	Design &Production 2022 Calndr	General Fund	4,000.00
Total for Payment No.:						4,000.00

Payment No: 701872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MEMORIAL IMPRESSIONS INC.	00506014	26938	HAM TILE PROJECT BLK. 126/LT 2	Cemetery	4,000.00
Total for Payment No.:						4,000.00

Payment No: 021854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CINTAS CORP #630	00505459	4103356276	UNIFORMS	General Fund	64.71
01/07/2022	CINTAS CORP #630	00506118	4103754361	UNIFORMS	General Fund	86.81
01/07/2022	CINTAS CORP #630	00506274	4101489327	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.07
01/07/2022	CINTAS CORP #630	00506274	4101489327	FLEET RENTALS	Fleet Operation Fund	246.23
01/07/2022	CINTAS CORP #630	00506275	4102208384	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.07
01/07/2022	CINTAS CORP #630	00506275	4102208384	FLEET RENTALS	Fleet Operation Fund	246.23
01/07/2022	CINTAS CORP #630	00506276	4102975947	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.07
01/07/2022	CINTAS CORP #630	00506276	4102975947	FLEET RENTALS	Fleet Operation Fund	245.69
01/07/2022	CINTAS CORP #630	00506277	4104204984	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.07
01/07/2022	CINTAS CORP #630	00506277	4104204984	FLEET RENTALS	Fleet Operation Fund	247.01
01/07/2022	CINTAS CORP #630	00507181	4099471702	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	129.34
01/07/2022	CINTAS CORP #630	00507319	4104488883	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	496.99
01/07/2022	CINTAS CORP #630	00507377	4104918819	LAUNDRY SRVC FY21/22SVP FR NTX	Electric Utility	588.35
01/07/2022	CINTAS CORP #630	00507377	4104918819	LAUNDRY SRVC FY21/22SVP FR TAX	Electric Utility	7.32
01/07/2022	CINTAS CORP #630	00507378	4104918815	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	252.85
01/07/2022	CINTAS CORP #630	00507432	4105515619	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	150.71
01/07/2022	CINTAS CORP #630	00507432	4105515619	TAXABLE	Electric Utility	59.70
01/07/2022	CINTAS CORP #630	00507435	4104203842	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	112.74
01/07/2022	CINTAS CORP #630	00507435	4104203842	TAXABLE	Electric Utility	66.47
01/07/2022	CINTAS CORP #630	00507442	4104919039	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	112.74
01/07/2022	CINTAS CORP #630	00507442	4104919039	TAXABLE	Electric Utility	66.47
01/07/2022	CINTAS CORP #630	00507444	4105516005	LAUNDRY SERVICE	Electric Utility	588.35

01/07/2022	CINTAS CORP #630	00507444	4105516005	FY21/22 SVP FR TAXABLE	Electric Utility	59.70
Total for Payment No.:						3,952.69

Payment No: 702052

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FAIRWAY PAINTING INC	00507524	17-2275	SCCC EXPANSION JOINT	Convention Cnt Maintenance Dis	3,950.00
Total for Payment No.:						3,950.00

Payment No: 701829

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DONALDSON CO INC	00507479	5727760	PN# P038301-016-190 - CYLINDRI	Electric Utility	1,724.83
01/07/2022	DONALDSON CO INC	00507479	5727760	PN# P038311-016-190 - CONICAL	Electric Utility	2,217.64
Total for Payment No.:						3,942.47

Payment No: 022018

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	KOFFLER	00507555	0099391-IN	125 HP MOTOR SHOP LABOR 12/21	Electric Utility	3,410.00
01/21/2022	KOFFLER	00507555	0099391-IN	125 HP MOTOR SHOP PARTS 12/21	Electric Utility	469.24
Total for Payment No.:						3,879.24

Payment No: 701978

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AT&T MOBILITY	00506990	287286334235X12192021	FIRSTNET WIRELESS - FIRE DEPT	General Fund	3,193.62
01/14/2022	AT&T MOBILITY	00506990	287286334235X12192021	FIRSTNET - STADIUM IPADS	General Fund	482.88
01/14/2022	AT&T MOBILITY	00506990	287286334235X12192021	FIRSTNET - EMERGENCY SVCS	General Fund	138.34
01/14/2022	AT&T MOBILITY	00506990	287286334235X12192021	FIRSTNET - STREET - QUANZ	General Fund	49.46
Total for Payment No.:						3,864.30

Payment No: 701847

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GUIDEHOUSE INC	00506727	0100066582	NERC CIP SUPPORT NOV21	Electric Utility	3,863.75
Total for Payment No.:						3,863.75

Payment No: 701846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GLOBAL RENTAL CO	00506858	7314490	DAMAGE REPAIR #292091	Electric Utility	3,856.77
Total for Payment No.:						3,856.77

Payment No: 701971

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AMERICAN POWER SYSTEMS, LLC	00507651	129453A-IN	PART # ARU-2T1REFC2B0P-072	Electric Utility	2,799.66
01/14/2022	AMERICAN POWER SYSTEMS, LLC	00507651	129453A-IN	PART # PGEPAN-24-76 Poly Spill	Electric Utility	1,038.07
Total for Payment No.:						3,837.73

Payment No: 021993

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	BRUCE BARTON PUMP SERVICE INC	00507515	0108484-IN	PD HVAC WATER PUMP	General Fund	3,991.15
01/21/2022	BRUCE BARTON PUMP SERVICE INC	00507516	0108667-IN	SENIOR CENTER POOL WATER PUMP	General Fund	1,865.39
01/21/2022	BRUCE BARTON PUMP SERVICE INC	00507517	0108483-CM	RETURN	General Fund	-2,044.05
Total for Payment No.:						3,812.49

Payment No: 702095

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	JPATS / USMS	00507787	11925	Prisoner Transport 2112100040	General Fund	3,755.00
Total for Payment No.:						3,755.00

Payment No: 701820

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CSG CONSULTANTS INC	00507201	39044	DESIGN SERVICES FOR THE SC SCH	Streets And Highways	1,800.00
01/07/2022	CSG CONSULTANTS INC	00507383	38758	ANNUAL CURB RAMP INSTALLATION	Streets And Highways	1,840.00
01/07/2022	CSG CONSULTANTS INC	00507384	40683	FIRST CONTRACT EXTENSION - ADD	Streets And Highways	85.00
Total for Payment No.:						3,725.00

Payment No: 702074

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CORE & MAIN LP	00508176	Q079655	RIGID 68967 SF-2500 PIPE FREEZ	Water Utility	3,715.70
Total for Payment No.:						3,715.70

Payment No: 022078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ENVIRONMENTAL TECHNICAL SERVICES, INC.	00507932	SVP-2105-A	ASBESTOS CLEANING&AIR MONITOR	Electric Utility	3,675.00
Total for Payment No.:						3,675.00

Payment No: 702059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ADT COMMERCIAL LLC	00507500	143194232	LABOR PD	General Fund	2,917.19
01/21/2022	ADT COMMERCIAL LLC	00507500	143194232	SPRINKLER PARTS	General Fund	695.96
Total for Payment No.:						3,613.15

Payment No: 021954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HARRIS COMPUTER SYSTEMS	00506863	CT052581	CHANGE ORDER 1-SEW INTEGRATION	General Government - Other	3,600.00

Total for Payment No.: 3,600.00

Payment No: 021966

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ONESOURCE DISTRIBUTORS LLC	00507026	S6814938.001	HIGH VOLTAGE SIGNS	Electric Utility	381.94
01/14/2022	ONESOURCE DISTRIBUTORS LLC	00507027	S6797430.001	SNAP LOCK SEALS	Electric Utility	3,208.28
Total for Payment No.:						3,590.22

Payment No: 702260

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507763	9894962908	FIRE DEPT MDC WIRELESS	General Fund	1,026.27
01/28/2022	VERIZON WIRELESS	00507763	9894962908	PD MDC WIRELESS	General Fund	114.03
01/28/2022	VERIZON WIRELESS	00507763	9894962908	PD MDC WIRELESS	General Fund	38.01
01/28/2022	VERIZON WIRELESS	00507763	9894962908	PD MDC WIRELESS	General Fund	38.01
01/28/2022	VERIZON WIRELESS	00507763	9894962908	PD MDC WIRELESS	General Fund	2,128.56
01/28/2022	VERIZON WIRELESS	00507763	9894962908	STREET MDC WIRELESS	General Fund	114.03
01/28/2022	VERIZON WIRELESS	00507763	9894962908	LIBRARY MDC WIRELESS	General Fund	38.01
01/28/2022	VERIZON WIRELESS	00507763	9894962908	PARKS MDC WIRELESS	General Fund	38.01
Total for Payment No.:						3,534.93

Payment No: 701880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NETFILE	00507229	7689	3RD QTR 12/1/21-2/28/22	General Fund	3,500.00
Total for Payment No.:						3,500.00

Payment No: 702093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	██████████	00508118	37519JAN2022	PERS ADPP NOVEMBER 2021	Workers Compensation	3,477.84
Total for Payment No.:						3,477.84

Payment No: 701898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RING POWER CORPORATION	00506896	44LU07320187	EQUPMNT RNTL 11/9/21 TO 2/6/21	Electric Utility Construction	3,468.00
Total for Payment No.:						3,468.00

Payment No: 702078

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	DELL MARKETING LP	00508134	10549862550	XPS 15 AND XPS 15 2-in-1 UPGRA	Electric Utility	3,451.60
Total for Payment No.:						3,451.60

Payment No: 702065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	BANK UP CORP	00507541	4885	OUTSOURCE CASH RECEIPTS	General Fund	3,447.46
Total for Payment No.:						3,447.46

Payment No: 701902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SANTA CLARA LIGHTING, INC.	00506148	22586	SUPPLIES-FRANKLIN SQUARE	Downtown Parking Maintenance D	130.62
01/07/2022	SANTA CLARA LIGHTING, INC.	00506156	23339	LED STRIP LIGHT W/ SWITCH LUME	General Fund	229.11
01/07/2022	SANTA CLARA LIGHTING, INC.	00506604	22913	CENTRAL LIB BALLAST LIGHTS	General Fund	2,340.29
01/07/2022	SANTA CLARA LIGHTING, INC.	00506605	23364	TASMAN LIGHTS	General Fund	333.92
01/07/2022	SANTA CLARA LIGHTING, INC.	00506707	23355	20WA21/LED WESTWOOD OAKS	General Fund	335.50
01/07/2022	SANTA CLARA LIGHTING, INC.	00506708	23361	18W/LED/1X1	General Fund	65.42
Total for Payment No.:						3,434.86

Payment No: 701999

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FIRST ALARM SECURITY & PATROL,	00507646	12081252	SECURITY GUARD SERVICES	General Fund	3,398.01

Total for Payment No.: 3,398.01

Payment No: 702231

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PACIFIC COAST PETROLEUM INC.	00507841	988736	PARTS-STOCK	Fleet Operation Fund	1,060.53
01/28/2022	PACIFIC COAST PETROLEUM INC.	00507842	988433	PARTS-STOCK	Fleet Operation Fund	2,335.93
Total for Payment No.:						3,396.46

Payment No: 021837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ALMADEN PRESS INC	00506471	152103	SVP MAILER 12/1/2021	Electric Utility	2,534.15
01/07/2022	ALMADEN PRESS INC	00506471	152103	SVP MAILER DELIVERED TO SVP	Electric Utility	80.62
01/07/2022	ALMADEN PRESS INC	00506471	152103	POSTAGE AND MAILING SERVICE	Electric Utility	774.93
Total for Payment No.:						3,389.70

Payment No: 701893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PROJECT ENERGY SAVERS, LLC	00506515	21-604	TREE PRUNING FLYER DEC2021	Electric Utility	3,055.50
01/07/2022	PROJECT ENERGY SAVERS, LLC	00506515	21-604	CUSTOMIZATION	Electric Utility	327.38
Total for Payment No.:						3,382.88

Payment No: 702119

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	REP NUT & BOLT GUY	00508145	33525	NUT, 5/8IN, 304 STAINLESS STEE	Water Utility	3,382.88
Total for Payment No.:						3,382.88

Payment No: 702085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	GENERAL PACIFIC INC	00508164	1427134	HIGH VOLTAGE DECAL. 3.5"x14" A	Water Utility	3,378.51
Total for Payment No.:						3,378.51

Payment No: 702049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	JILLIAN DEBAR	00508059	32434JAN2022	INSTRUCTOR 1 IN-SERVICE TRAINI	General Fund	425.00
01/21/2022	JILLIAN DEBAR	00508059	32434JAN2022	RESCUE SYSTEMS 2	General Fund	895.00
01/21/2022	JILLIAN DEBAR	00508059	32434JAN2022	CONFINED SAPCE TECHNICIAN	General Fund	1,200.00
01/21/2022	JILLIAN DEBAR	00508059	32434JAN2022	TRENCH RESCUE TECHNICIAN	General Fund	795.00
Total for Payment No.:						3,315.00

Payment No: 701799

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BANK UP CORP	00506348	4832	OUTSOURCE CASH RECEIPTS	General Fund	3,283.15
Total for Payment No.:						3,283.15

Payment No: 021883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LINCOLN AQUATICS	00506490	36053855	ISC - LIQUID CHLRINE	General Fund	2,498.69
01/07/2022	LINCOLN AQUATICS	00506490	36053855	ISC - PEST ASSESS + FUEL CHARG	General Fund	78.33
01/07/2022	LINCOLN AQUATICS	00506499	36053856	ISC - 15% MURIATIC	General Fund	638.38
01/07/2022	LINCOLN AQUATICS	00506499	36053856	ISC - PEST ASSES + FUEL CHARGE	General Fund	48.33
Total for Payment No.:						3,263.73

Payment No: 702144

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	UNIVAR SOLUTIONS USA INC	00508169	49466434	BULK CHEMICALS	Electric Utility	531.31
01/21/2022	UNIVAR SOLUTIONS USA INC	00508170	49520999	BULK CHEMICALS	Electric Utility	915.48
01/21/2022	UNIVAR SOLUTIONS USA INC	00508172	49538475	BULK CHEMICALS	Electric Utility	653.92

01/21/2022	UNIVAR SOLUTIONS USA INC	00508173	49553490	BULK CHEMICALS	Electric Utility	1,144.35
				Total for Payment No.:		3,245.06

Payment No: 022048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	STAPLES ADVANTAGE	00508098	8064590428-BLDGINSP	OFFICE SUPPLIES	Building New Dvlpmnt Srcv Fee	126.03
01/21/2022	STAPLES ADVANTAGE	00508099	8064590428-CEMETERY	OFFICE SUPPLIES	Cemetery	72.62
01/21/2022	STAPLES ADVANTAGE	00508100	8064590428-CMO	OFFICE SUPPLIES	General Fund	47.37
01/21/2022	STAPLES ADVANTAGE	00508101	8064590428-ELECGEN	OFFICE SUPPLIES	Electric Utility	545.53
01/21/2022	STAPLES ADVANTAGE	00508102	8064590428-ELECRES	OFFICE SUPPLIES	Electric Utility	482.23
01/21/2022	STAPLES ADVANTAGE	00508103	8064590428-ELECYARD	OFFICE SUPPLIES	Electric Utility	73.64
01/21/2022	STAPLES ADVANTAGE	00508103	8064590428-ELECYARD	OFFICE SUPPLIES	Electric Utility	14.85
01/21/2022	STAPLES ADVANTAGE	00508104	8064590428-ENG	OFFICE SUPPLIES	General Fund	65.86
01/21/2022	STAPLES ADVANTAGE	00508104	8064590428-ENG	OFFICE SUPPLIES	General Fund	41.86
01/21/2022	STAPLES ADVANTAGE	00508104	8064590428-ENG	OFFICE SUPPLIES	General Fund	89.60
01/21/2022	STAPLES ADVANTAGE	00508105	8064590428-FIRE	OFFICE SUPPLIES	General Fund	74.53
01/21/2022	STAPLES ADVANTAGE	00508106	8064590428-HR	OFFICE SUPPLIES	General Fund	562.72
01/21/2022	STAPLES ADVANTAGE	00508107	8064590428-MUNISVC	OFFICE SUPPLIES	General Fund	148.99
01/21/2022	STAPLES ADVANTAGE	00508108	8064590428-PARK YAC	OFFICE SUPPLIES	General Fund	463.36
01/21/2022	STAPLES ADVANTAGE	00508109	8064590428-PARKYARD	OFFICE SUPPLIES	General Fund	102.65
01/21/2022	STAPLES ADVANTAGE	00508110	8064590428-POLICEDET	OFFICE SUPPLIES	General Fund	-175.80
01/21/2022	STAPLES ADVANTAGE	00508111	8064590428- POLICESPECIAL	OFFICE SUPPLIES	General Fund	58.98
01/21/2022	STAPLES ADVANTAGE	00508112	8064590428-POLICESVC	OFFICE SUPPLIES	General Fund	208.87
01/21/2022	STAPLES ADVANTAGE	00508113	8064590428-SRCTR	OFFICE SUPPLIES	General Fund	120.03
01/21/2022	STAPLES ADVANTAGE	00508114	8064590428-WATER	OFFICE SUPPLIES	Water Utility	38.99
01/21/2022	STAPLES ADVANTAGE	00508114	8064590428-WATER	OFFICE SUPPLIES	Sewer Utility	38.98
				Total for Payment No.:		3,201.89

Payment No: 021964

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	NALCO CO	00507036	6600895514	JR PORTA FEED IBC1720 12/20/21	Electric Utility	3,185.03
Total for Payment No.:						3,185.03

Payment No: 701854

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INTELLIGENT TECHNOLOGIES & SVC	00506191	89939	PREV MTCE INSPECTION GIA	Electric Utility	3,120.00
Total for Payment No.:						3,120.00

Payment No: 701811

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	[REDACTED]	00507220	49827	LEGAL SERVICES	General Fund	2,520.00
01/07/2022	[REDACTED]	00507422	50067	LEGAL SERVICES	General Fund	560.00
Total for Payment No.:						3,080.00

Payment No: 022065

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AIR FILTER SUPPLY INC	00507941	1518496	SUPPLIES	General Fund	665.57
01/28/2022	AIR FILTER SUPPLY INC	00507942	1516650	SUPPLIES	General Fund	588.51
01/28/2022	AIR FILTER SUPPLY INC	00507943	1518497	SUPPLIES	General Fund	1,778.33
Total for Payment No.:						3,032.41

Payment No: 021880

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	JOHANNA JEAN MARCHEL	00506478	258	JANITOR 881 MARTIN DEC21 FRIG	Electric Utility	75.20
01/07/2022	JOHANNA JEAN MARCHEL	00506478	258	JANITOR 881 MARTIN DEC21 FRIG	Elec OperatingGrant Trust Fund	4.80

01/07/2022	JOHANNA JEAN MARCHEL	00506584	260	JANITORIAL 881 MARTIN JAN2022	Electric Utility	2,753.62
01/07/2022	JOHANNA JEAN MARCHEL	00506584	260	JANITORIAL 881 MARTIN JAN2022	Elec OperatingGrant Trust Fund	175.76
Total for Payment No.:						3,009.38

Payment No: 701969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ALLY BUILDING COMPANY	00507880	21290	Provide labor & equipment to p	General Fund	2,950.00
Total for Payment No.:						2,950.00

Payment No: 702217

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022		00508413	204374	ETHICS INVESTIG-PRA-AUG 21 LEGAL	General Fund	2,938.91
Total for Payment No.:						2,938.91

Payment No: 701843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GENEVIEVE ALTWER LMFT	00505957	143-1121	BEH HEALTH COUNSELING 143 #7	General Fund	170.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505958	145-1121	BEH HEALTH COUNSEL #145 1-4	General Fund	725.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505959	119-1121	BEH HEALTH COUNSEL #119 44-46	General Fund	510.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505960	125-1121	BEH HEALTH COUNSEL #125 23-25	General Fund	510.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505962	133-1121	BEH HEALTH COUNSEL #133 18-19	General Fund	340.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505965	107-1121	BEH HEALTH COUNSEL #107 SES#1	General Fund	170.00
01/07/2022	GENEVIEVE ALTWER LMFT	00505966	115-1121	BEH HEALTH COUNSEL #115 30-32	General Fund	510.00
Total for Payment No.:						2,935.00

Payment No: 702061

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ALEXANDER PAK	00507565	37520JAN2022	Fire Plan Review BLD2021-61772	General Fund	2,919.24

Total for Payment No.: 2,919.24

Payment No: 022102

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RELIABILITY OPTIMIZATION INC	00507928	21-00136	PDM SERVICES COGEN NOV21	Electric Utility	2,874.62
Total for Payment No.:						2,874.62

Payment No: 702201

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GLOBAL RENTAL CO	00507814	3720189	2019 FORD F550 DEC21	Electric Utility	2,864.53
Total for Payment No.:						2,864.53

Payment No: 702099

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LEIDOS ENGINEERING, LLC	00508077	INV-0007278567	ENGINEERING SUPPORT SERVICE FO	Electric Utility	2,863.00
Total for Payment No.:						2,863.00

Payment No: 702071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CED CONTRACTORS	00508177	7488-1028581	WIRE, 600V, CU, #10, 105 STR.,	Electric Utility	2,857.26
Total for Payment No.:						2,857.26

Payment No: 702077

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Fund	10.00
01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Fund	5.00
01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Fund	5.00
01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Fund	5.00

01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Fund	5.00
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITOR - FIRE DEPT	General Fund	228.07
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITOR - CMO	General Fund	228.07
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITOR - PD	General Fund	228.07
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITOR - PARKS & REC	General Fund	228.07
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITORS - CDD HOUSING	General Fund	456.14
01/21/2022	DELL MARKETING LP	00507123	10530636670	ENV FEE NON-TAXABLE	General Government - Other	20.00
01/21/2022	DELL MARKETING LP	00507123	10530636670	22 IN MONITORS - IT DEPT	General Government - Other	912.30
01/21/2022	DELL MARKETING LP	00507752	10532393754	DELL 34' MONITOR FOR PD	Police Operating Grant Fund	519.43
01/21/2022	DELL MARKETING LP	00507752	10532393754	NON-TAXABLE ENVIRONMENTAL FEE	Police Operating Grant Fund	5.00
Total for Payment No.:						2,855.15

Payment No: 021945

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FERGUSON ENTERPRISES INC	00506993	1645675-1	BACKFLOW	Water Utility	2,854.71
Total for Payment No.:						2,854.71

Payment No: 701883

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	OCLC INC	00506093	1000180107	CATALOG & METADATA	General Fund	2,843.81
Total for Payment No.:						2,843.81

Payment No: 702112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	OCLC INC	00507438	1000186098	CATALOG & METADATA	General Fund	2,843.81
Total for Payment No.:						2,843.81

Payment No: 702083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FAST UNDERCAR SANTA CLARA	00507267	361682	PARTS-V#3423	Fleet Operation Fund	1,232.93
01/21/2022	FAST UNDERCAR SANTA CLARA	00507267	361682	CA BATTERY FEE- V#3423 NONTXBL	Fleet Operation Fund	2.18
01/21/2022	FAST UNDERCAR SANTA CLARA	00507268	363877	PARTS-V#2753	Fleet Operation Fund	1,014.68
01/21/2022	FAST UNDERCAR SANTA CLARA	00507268	363877	CA BATTERY FEE- V#2753 NONTXBL	Fleet Operation Fund	2.18
01/21/2022	FAST UNDERCAR SANTA CLARA	00507269	367274	PARTS-V#3185	Fleet Operation Fund	7.13
01/21/2022	FAST UNDERCAR SANTA CLARA	00507270	367422	PARTS-V#3476	Fleet Operation Fund	18.30
01/21/2022	FAST UNDERCAR SANTA CLARA	00507271	367825	PARTS-STOCK	Fleet Operation Fund	155.43
01/21/2022	FAST UNDERCAR SANTA CLARA	00507271	367825	CA BATTERY FEE- STOCK NONTXBL	Fleet Operation Fund	1.09
01/21/2022	FAST UNDERCAR SANTA CLARA	00507274	367827	PARTS-STOCK	Fleet Operation Fund	117.13
01/21/2022	FAST UNDERCAR SANTA CLARA	00507274	367827	CA BATTERY FEE- STOCK NONTXBL	Fleet Operation Fund	1.09
01/21/2022	FAST UNDERCAR SANTA CLARA	00507275	367839	PARTS-V#2668	Fleet Operation Fund	127.70
01/21/2022	FAST UNDERCAR SANTA CLARA	00507276	368077	PARTS-V#3388	Fleet Operation Fund	5.99
01/21/2022	FAST UNDERCAR SANTA CLARA	00507277	368653	PARTS-V#2898	Fleet Operation Fund	148.77
				Total for Payment No.:		2,834.60

Payment No: 701924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TMC SHOOTING RANGE SPECIALISTS	00506315	1796	Range Cleaning	General Fund	2,810.00
				Total for Payment No.:		2,810.00

Payment No: 702138

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	██████████	00508070	226237	PROFESSIONAL SERVICES LEGAL	Deposit Funds.	2,796.50
				Total for Payment No.:		2,796.50

Payment No: 701996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	EOA INC	00507110	SY09-1021	CONSLTNG SRVCS- FY21-22 STRMWT	General Fund	2,789.00
				Total for Payment No.:		2,789.00

Payment No: 702127

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SANTA CLARA WEEKLY	00507534	1246009	HARRIS LASS INVITE	Public Buildings	2,784.00
				Total for Payment No.:		2,784.00

Payment No: 021898

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506071	3345487577-5 NOV2021	ELEC SVC STONY GORGE HYD NOV21	Electric Utility	1,054.10
01/07/2022	PG&E	00506071	3345487577-5 NOV2021	ELEC SVC BLACK BUTTE HYD NOV21	Electric Utility	1,618.97
01/07/2022	PG&E	00506071	3345487577-5 NOV2021	ELEC SVC HIGH LINE CANAL NOV21	Electric Utility	99.15
				Total for Payment No.:		2,772.22

Payment No: 702134

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SUNNYVALE DEPT OF PUBLIC SAFETY	00507366	DPS22-000047	trfc ctrl NFL 12192021	General Fund	1,067.09
01/21/2022	SUNNYVALE DEPT OF PUBLIC SAFETY	00507580	DPS22-000048	trfc ctrl NFL 01022022	General Fund	1,666.08
				Total for Payment No.:		2,733.17

Payment No: 021924

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WAXIE SANITARY SUPPLY	00506836	80539360	JUMBO ROLL & HARD ROLL	General Fund	2,695.28

TOWELS

Total for Payment No.: 2,695.28

Payment No: 702268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WELLS FARGO BANK NA	00508373	13634957	CUSTODY SERVICES AND SAFEKEEPI	General Fund	737.17
01/28/2022	WELLS FARGO BANK NA	00508373	13634957	CHANGE ORDER# 1: FY21-22 FUNDS	General Fund	1,902.05
Total for Payment No.:						2,639.22

Payment No: 701890

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PENINSULA CRANE & RIGGING	00507321	3898	GENERATION AGREEMENT BALANCE U	Electric Utility	2,635.00
Total for Payment No.:						2,635.00

Payment No: 701948

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FINELINE GRAPHICS & DESIGN,	00507724	17996	WINTER ACTIVITY GUIDE (EXISTIN	General Fund	2,635.00
Total for Payment No.:						2,635.00

Payment No: 701968

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ALLIED UNIVERSAL SECURITY	00507889	12176821	FY 2021-22 SECURITY SERVICES F	Convention Cnt Maintenance Dis	2,571.92
Total for Payment No.:						2,571.92

Payment No: 022073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	CPMAXIS INC	00507815	1054	FRT/MID/BCK OFC SYS SUPT SEP21	Electric Utility	710.00
01/28/2022	CPMAXIS INC	00507902	1055	FRT/MID/BCK OFC SYS SUPT OCT21	Electric Utility	710.00
01/28/2022	CPMAXIS INC	00507903	1056	FRT/MID/BCK OFC SYS SUPT NOV21	Electric Utility	568.00
01/28/2022	CPMAXIS INC	00507905	1057	FRT/MID/BCK OFC SYS SUPT DEC21	Electric Utility	568.00
Total for Payment No.:						2,556.00

Payment No: 702251

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SUNNYVALE FORD	00507853	199442	PARTS-V#3329	Fleet Operation Fund	1,288.31
01/28/2022	SUNNYVALE FORD	00507854	199538	PARTS-V#3329	Fleet Operation Fund	115.43
01/28/2022	SUNNYVALE FORD	00507855	199562	PARTS-STOCK	Fleet Operation Fund	1,152.03
Total for Payment No.:						2,555.77

Payment No: 022064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AEMTEK, INC	00508494	2112155	WATER QUALITY TESTING YEAR 2 J	Water Utility	2,544.00
Total for Payment No.:						2,544.00

Payment No: 022022

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	████████████████████	00508060	409363	LEGAL SERVICES ? CHANGE ORDER	Related Santa Clara Dvlpr Fund	1,349.50
01/21/2022	████████████████████	00508061	409361	LEGAL SERVICES ? CHANGE ORDER	Related Santa Clara Dvlpr Fund	1,188.00
Total for Payment No.:						2,537.50

Payment No: 022084

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GRANITE ROCK CO #29145	00508460	1345274	SAND	Water Utility	179.09
01/28/2022	GRANITE ROCK CO #29145	00508460	1345274	SAND	Water Utility	119.39
01/28/2022	GRANITE ROCK CO #29145	00508460	1345274	SAND	Electric Utility Construction	596.94
01/28/2022	GRANITE ROCK CO #29145	00508460	1345274	SAND	Water Utility Construction	238.78
01/28/2022	GRANITE ROCK CO #29145	00508460	1345274	SAND	Sewer Utility	59.69
01/28/2022	GRANITE ROCK CO #29145	00508461	1344043	SAND	Water Utility	63.39
01/28/2022	GRANITE ROCK CO #29145	00508461	1344043	SAND	Water Utility	42.26
01/28/2022	GRANITE ROCK CO #29145	00508461	1344043	SAND	Electric Utility Construction	211.27
01/28/2022	GRANITE ROCK CO #29145	00508461	1344043	SAND	Water Utility Construction	84.50
01/28/2022	GRANITE ROCK CO #29145	00508461	1344043	SAND	Sewer Utility	21.13
01/28/2022	GRANITE ROCK CO #29145	00508462	1342876	SAND	Water Utility	133.57
01/28/2022	GRANITE ROCK CO #29145	00508462	1342876	SAND	Water Utility	89.04
01/28/2022	GRANITE ROCK CO #29145	00508462	1342876	SAND	Electric Utility Construction	445.22
01/28/2022	GRANITE ROCK CO #29145	00508462	1342876	SAND	Water Utility Construction	178.09
01/28/2022	GRANITE ROCK CO #29145	00508462	1342876	SAND	Sewer Utility	44.53
				Total for Payment No.:		2,506.89

Payment No: 702203

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HEALTHINVEST HRA	00508476	32307JAN2022	VEBA ADMINISTRATOR - \$2,500 MO	General Fund	2,500.00
				Total for Payment No.:		2,500.00

Payment No: 702009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	JACK DOHENY COMPANIES	00493756	126120	CAMERA TRACTOR REPAIR	Sewer Utility	160.36

01/14/2022	JACK DOHENY COMPANIES	00493759	126336	PARTS	Sewer Utility	211.52
01/14/2022	JACK DOHENY COMPANIES	00493759	126336	LABOR	Sewer Utility	67.50
01/14/2022	JACK DOHENY COMPANIES	00507023	146838	MAN HOLE HOOK	Sewer Utility	30.19
01/14/2022	JACK DOHENY COMPANIES	00507024	146839	PARTS/SHOP SUPPLIES	Sewer Utility	1,236.48
01/14/2022	JACK DOHENY COMPANIES	00507024	146839	LABOR	Sewer Utility	760.04
				Total for Payment No.:		2,466.09

Payment No: 701915

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SUNNYVALE FORD	00506465	198601	PARTS-V#3306	Fleet Operation Fund	65.51
01/07/2022	SUNNYVALE FORD	00506466	198558	PARTS-V#3201	Fleet Operation Fund	152.94
01/07/2022	SUNNYVALE FORD	00506878	CM175552-1	CREDIT- PART RETURNED	Fleet Operation Fund	-161.10
01/07/2022	SUNNYVALE FORD	00506878	CM175552-1	RESTOCK CHARGE	Fleet Operation Fund	29.53
01/07/2022	SUNNYVALE FORD	00506879	CM195306	CREDIT- PART RETURNED	Fleet Operation Fund	-197.54
01/07/2022	SUNNYVALE FORD	00506880	198361	PARTS-V#3584	Fleet Operation Fund	2,509.88
01/07/2022	SUNNYVALE FORD	00506881	198768	PARTS-STOCK	Fleet Operation Fund	51.35
01/07/2022	SUNNYVALE FORD	00506883	198789	PARTS-V#2958	Fleet Operation Fund	5.72
				Total for Payment No.:		2,456.29

Payment No: 702247

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00508167	311878	CHEVRON GST 32	Electric Utility	2,374.35
01/28/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00508167	311878	FUEL/ENV SURCHARGE	Electric Utility	24.96
01/28/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00508167	311878	DRUM	Electric Utility	40.00
				Total for Payment No.:		2,439.31

Payment No: 702062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ALLIANCE ENVIRONMENTAL GROUP	00507573	624617	ASBESTOS ABATEMENT - ORTEGA	H.U.D Capital Projects	2,426.17
01/21/2022	ALLIANCE ENVIRONMENTAL GROUP	00507573	624617	ORTEGA - 10574	H.U.D Capital Projects	2,426.17
01/21/2022	ALLIANCE ENVIRONMENTAL GROUP	00507573	624617	ORTEGA - 10574	H.U.D Capital Projects	-2,426.17
				Total for Payment No.:		2,426.17

Payment No: 702218

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508465	67673232	DEMURRAGE	Electric Utility Construction	35.12
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508465	67673232	DEMURRAGE	Water Utility Construction	90.34
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508465	67673232	DEMURRAGE	Sewer Utility	19.33
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508465	67673232	DEMURRAGE	Electric Utility	19.33
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508465	67673232	DEMURRAGE	Electric Utility	25.22
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508467	67887777	DEMURRAGE	Electric Utility Construction	190.97
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508467	67887777	DEMURRAGE	Water Utility Construction	491.55
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508467	67887777	DEMURRAGE	Sewer Utility	105.17
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508467	67887777	DEMURRAGE	Electric Utility	105.17
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508467	67887777	DEMURRAGE	Electric Utility	137.21
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508468	67310920	DEMURRAGE	Electric Utility Construction	182.02
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508468	67310920	DEMURRAGE	Water Utility Construction	468.52
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508468	67310920	DEMURRAGE	Sewer Utility	100.24
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508468	67310920	DEMURRAGE	Electric Utility	100.24
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508468	67310920	DEMURRAGE	Electric Utility	130.77
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508469	67757463	DEMURRAGE	Electric Utility Construction	41.39
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508469	67757463	DEMURRAGE	Water Utility Construction	106.58
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508469	67757463	DEMURRAGE	Sewer Utility	22.79

01/28/2022	LINDE GAS & EQUIPMENT INC.	00508469	67757463	DEMURRAGE	Electric Utility	22.79
01/28/2022	LINDE GAS & EQUIPMENT INC.	00508469	67757463	DEMURRAGE	Electric Utility	29.74
				Total for Payment No.:		2,424.49

Payment No: 701910

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SPECTRUM CANINE LLC	00501654	254	September K9 training	General Fund	2,400.00
				Total for Payment No.:		2,400.00

Payment No: 022062

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PUBLIC SAFETY NON-SWORN	00508647	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	2,375.00
				Total for Payment No.:		2,375.00

Payment No: 702044

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VERIZON WIRELESS	00503268	9884826118	CREDIT4ACCOUNT MIGRATION JUL21	Electric Utility	-4,190.03
01/14/2022	VERIZON WIRELESS	00507265	9895825157	CELL PHONE SERVICE DEC21	Electric Utility	6,549.03
				Total for Payment No.:		2,359.00

Payment No: 021863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FLEETWASH, INC	00507191	X-2389186	CITY FLEET WASHING & DISINFECT	Fleet Operation Fund	1,487.86
01/07/2022	FLEETWASH, INC	00507380	x-2390861	CITY FLEET WASHING & DISINFECT	Fleet Operation Fund	870.70
				Total for Payment No.:		2,358.56

Payment No: 702216

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LENCO ARMORED VEHICLES	00507824	18555	PARTS-V#3024	Fleet Operation Fund	2,323.48
				Total for Payment No.:		2,323.48

Payment No: 022059

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CITY OF SANTA CLARA EMPLOYEES	00508648	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	2,301.00
				Total for Payment No.:		2,301.00

Payment No: 022000

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CPMAXIS INC	00507598	1053	FRT/MID/BCK OFC SYS SUPT AUG21	Electric Utility	852.00
01/21/2022	CPMAXIS INC	00507599	1051	FRT/MID/BCK OFC SYS SUPT JUN21	Electric Utility	568.00
01/21/2022	CPMAXIS INC	00507600	1052	FRT/MID/BCK OFC SYS SUPT JUL21	Electric Utility	852.00
				Total for Payment No.:		2,272.00

Payment No: 702182

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	BANK OF NEW YORK MELLON	00507605	252-2440928	ELEC REV REFUND 2018A 2021-22	Electric Utility-Debt Services	2,250.00
				Total for Payment No.:		2,250.00

Payment No: 022091

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LEHR AUTO ELECTRIC	00507807	SI69205	PARTS-V#3596	Vehicle Replacement Fund	750.26
01/28/2022	LEHR AUTO ELECTRIC	00507809	SI69540	PARTS-V#3109	Electric Utility	1,486.46

Total for Payment No.:

2,236.72

Payment No: 701837

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FAST UNDERCAR SANTA CLARA	00506278	349748	CREDIT- PART RETURNED	Fleet Operation Fund	-228.07
01/07/2022	FAST UNDERCAR SANTA CLARA	00506279	360845	PARTS-V#2739	Fleet Operation Fund	35.28
01/07/2022	FAST UNDERCAR SANTA CLARA	00506280	361081	CREDIT- PART RETURNED	Fleet Operation Fund	-35.28
01/07/2022	FAST UNDERCAR SANTA CLARA	00506281	361180	PARTS-V#2739	Fleet Operation Fund	18.50
01/07/2022	FAST UNDERCAR SANTA CLARA	00506282	361182	PARTS-V#3406	Fleet Operation Fund	567.27
01/07/2022	FAST UNDERCAR SANTA CLARA	00506282	361182	CA BATTERY FEE- V#3406 NONTXBL	Fleet Operation Fund	2.18
01/07/2022	FAST UNDERCAR SANTA CLARA	00506283	361451	PARTS-STOCK	Fleet Operation Fund	141.18
01/07/2022	FAST UNDERCAR SANTA CLARA	00506284	361453	PARTS-STOCK	Fleet Operation Fund	53.62
01/07/2022	FAST UNDERCAR SANTA CLARA	00506285	361454	PARTS-STOCK	Fleet Operation Fund	22.98
01/07/2022	FAST UNDERCAR SANTA CLARA	00506286	361465	PARTS-STOCK	Fleet Operation Fund	405.64
01/07/2022	FAST UNDERCAR SANTA CLARA	00506286	361465	CA BATTERY FEE-STOCK NONTXB	Fleet Operation Fund	3.00
01/07/2022	FAST UNDERCAR SANTA CLARA	00506287	361467	PARTS-V#2695	Fleet Operation Fund	80.01
01/07/2022	FAST UNDERCAR SANTA CLARA	00506287	361467	CA BATTERY FEE- V#2698 NONTXBL	Fleet Operation Fund	1.00
01/07/2022	FAST UNDERCAR SANTA CLARA	00506288	361598	PARTS-V#2958	Fleet Operation Fund	44.26
01/07/2022	FAST UNDERCAR SANTA CLARA	00506289	361652	PARTS-V#3515	Fleet Operation Fund	520.24
01/07/2022	FAST UNDERCAR SANTA CLARA	00506290	362013	PARTS-V#3143	Fleet Operation Fund	4.24
01/07/2022	FAST UNDERCAR SANTA CLARA	00506291	362014	PARTS-STOCK	Fleet Operation Fund	21.38
01/07/2022	FAST UNDERCAR SANTA CLARA	00506441	352409	PARTS-STOCK	Fleet Operation Fund	158.12
01/07/2022	FAST UNDERCAR SANTA CLARA	00506442	362188	PARTS-STOCK	Fleet Operation Fund	11.98
01/07/2022	FAST UNDERCAR SANTA CLARA	00506614	364559	PARTS-STOCK	Fleet Operation Fund	265.76
01/07/2022	FAST UNDERCAR SANTA CLARA	00506614	364559	CA BATTERY FEE- STOCK NONTXB	Fleet Operation Fund	2.18
01/07/2022	FAST UNDERCAR SANTA CLARA	00506850	364562	PARTS-STOCK	Fleet Operation Fund	38.30
01/07/2022	FAST UNDERCAR SANTA CLARA	00506854	364563	PARTS-STOCK	Fleet Operation Fund	95.94
Total for Payment No.:						2,229.71

Payment No: 021870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022		00507352	5841400	LEGAL SERVICES - CHANGE ORDER	Related Santa Clara Dvlpr Fund	2,229.00
Total for Payment No.:						2,229.00

Payment No: 021933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ASPEN ENVIRONMENTAL GROUP	00507487	3360.005-03	HOMESTEAD REBUILD TASK A-4	Electric Utility Construction	2,182.50
Total for Payment No.:						2,182.50

Payment No: 702210

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	IRON MOUNTAIN	00507756	202478532	DATA STORAGE	Information Technology Service	2,163.44
Total for Payment No.:						2,163.44

Payment No: 701943

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ZORO TOOLS INC.	00506503	INV10408853	FIRE EXTING + SUMP PUMP	General Fund	962.52
01/07/2022	ZORO TOOLS INC.	00506504	INV10408973	PORTABLE HEATER	General Fund	70.87
01/07/2022	ZORO TOOLS INC.	00506721	INV10420841	PARTNER DISCOUNT	General Fund	-158.18
01/07/2022	ZORO TOOLS INC.	00506721	INV10420841	BABY CHANGING	General Fund	1,054.53
01/07/2022	ZORO TOOLS INC.	00506831	INV10430305	SYNTHETIC BLEND DUST MOP HEAD	General Fund	179.51
Total for Payment No.:						2,109.25

Payment No: 021951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GHA TECHNOLOGIES INC	00507126	2474239	DEEP FREEZE MTCE	General Fund	2,100.00

Total for Payment No.: 2,100.00

Payment No: 702035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TEREX USA LLC	00507118	5003600420	PARTS-V#2892	Fleet Operation Fund	2,084.43
Total for Payment No.:						2,084.43

Payment No: 702248

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	STANFORD HOSPITAL AND CLINICS	00507999	1121-106933CITYNSCL	MEDICAL DIRECTOR SERVICES	General Fund	2,083.00
Total for Payment No.:						2,083.00

Payment No: 021981

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VALLEY CONCRETE INC	00507119	111821	WALL- 785 CORNELL DR CUC	Solid Waste Program	2,080.00
Total for Payment No.:						2,080.00

Payment No: 701807

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CITY OF FOSTER CITY	00506322	14506	BUILDING HOUSING INSPECTOR	General Fund	520.00
01/07/2022	CITY OF FOSTER CITY	00506322	14506	PRINCIPAL ENGINEER	General Fund	520.00
01/07/2022	CITY OF FOSTER CITY	00506322	14506	SR. CIVIL ENGINEER	General Fund	520.00
01/07/2022	CITY OF FOSTER CITY	00506322	14506	UTILITY PROGRAM ANALYST	Elec OperatingGrant Trust Fund	520.00
Total for Payment No.:						2,080.00

Payment No: 022035

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507692	3345487577-5 DEC2021	ELEC SVC STONY GORGE HYD	Electric Utility	770.01

				DEC21		
01/21/2022	PG&E	00507692	3345487577-5 DEC2021	ELEC SVC BLACK BUTTE HYD DEC21	Electric Utility	1,192.52
01/21/2022	PG&E	00507692	3345487577-5 DEC2021	ELEC SVC HIGH LINE CANAL DEC21	Electric Utility	105.85
				Total for Payment No.:		2,068.38

Payment No: 702266

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	W-TRANS	00508385	27430	AGREEMENT FOR WARBURTON AVE/CI	General Fund	1,912.50
01/28/2022	W-TRANS	00508395	27445	DESIGN AGREEMENT FOR THE LICK	Streets And Highways	150.00
				Total for Payment No.:		2,062.50

Payment No: 022051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507279	189-1107942	PARTS-STOCK	Fleet Operation Fund	1,639.01
01/21/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507279	189-1107942	CA WASTE TIRE FEE- STOCK NONTX	Fleet Operation Fund	19.12
01/21/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507280	189-1107978	PARTS-STOCK	Fleet Operation Fund	380.14
01/21/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507280	189-1107978	CA WASTE TIRE FEE-STOCK NONTXB	Fleet Operation Fund	5.74
				Total for Payment No.:		2,044.01

Payment No: 701856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	IRON MOUNTAIN	00506017	202450902	DATA STORAGE	Information Technology Service	2,028.22
				Total for Payment No.:		2,028.22

Payment No: 022017

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	KNORR SYSTEMS INC	00507525	PWSVI-6727	SERVICE LABOR	General Fund	580.00
01/21/2022	KNORR SYSTEMS INC	00507718	PWSVI-7162	LABOR	General Fund	561.00
01/21/2022	KNORR SYSTEMS INC	00507718	PWSVI-7162	PARTS	General Fund	847.45
01/21/2022	KNORR SYSTEMS INC	00507718	PWSVI-7162	FREIGHT	General Fund	32.00
Total for Payment No.:						2,020.45

Payment No: 702073

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CONSORTIUM FOR ENERGY EFFICIENCY, INC.	00507609	IHC2022-01	2022 INTER CEE HOME COMP SPONS	Elec OperatingGrant Trust Fund	2,000.00
Total for Payment No.:						2,000.00

Payment No: 021866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GRAINGER	00506269	9138613360	GLOVES, BATTERIES, CABLE TIE	General Fund	219.85
01/07/2022	GRAINGER	00506785	9147497987	ELECTRONIC TIMER	General Fund	625.60
01/07/2022	GRAINGER	00506787	9143455674	LANTERN BATTERY, ALCOHOL PADS	General Fund	352.93
01/07/2022	GRAINGER	00506788	9145491297	PLUG-IN UTILITY PUMP, HP	General Fund	797.79
Total for Payment No.:						1,996.17

Payment No: 701845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GLOBAL EQUIPMENT CO	00506038	118055888	WATER BOTTLE REFILLING STATION	General Fund	1,322.58
01/07/2022	GLOBAL EQUIPMENT CO	00506039	118269628	PLASTIC TILT TRUCK	General Fund	600.19
Total for Payment No.:						1,922.77

Payment No: 702234

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PETERSON TRACTOR CO	00507843	PC001767684	PARTS-V#3189	Fleet Operation Fund	1,010.73
01/28/2022	PETERSON TRACTOR CO	00507844	PC001767685	PART FREIGHT CHARGE V#3189	Fleet Operation Fund	109.13
01/28/2022	PETERSON TRACTOR CO	00507846	PC001767822	PARTS- FREIGHT CHRG V#3189	Fleet Operation Fund	157.14
01/28/2022	PETERSON TRACTOR CO	00507848	PC001767823	PARTS-V#3321	Fleet Operation Fund	638.51
Total for Payment No.:						1,915.51

Payment No: 022011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GRAINGER	00507493	9158243031	SHARPS CONTAINER+BATTERIES	General Fund	147.86
01/21/2022	GRAINGER	00508152	9153835849	SEALANT, ADHESIVE, WHITE, 10.3	Electric Utility	157.92
01/21/2022	GRAINGER	00508153	9137899051	LAMP, MINIATURE, 55V, 0.05A, T	Electric Utility	612.35
01/21/2022	GRAINGER	00508153	9137899051	LAMP, TELEPHONE, 24V, 0.032A T	Electric Utility	290.84
01/21/2022	GRAINGER	00508157	9136081768	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	282.29
01/21/2022	GRAINGER	00508159	9133629775	BOOTS, PVC HIP LENGTH, STEEL T	Water Utility	376.40
01/21/2022	GRAINGER	00508161	9132998908	BIT, TWIST, DRILL, STRAIGHT SH	Electric Utility	31.56
Total for Payment No.:						1,899.22

Payment No: 022036

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507693	3847680626-0 DEC2021	ELEC SVC GRZ INTAKE TWR DEC21	Electric Utility	1,897.44
Total for Payment No.:						1,897.44

Payment No: 702063

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ALLY BUILDING COMPANY	00508041	21352	PARTS AND LABOR FOR THE WINDOW	General Fund	1,895.00
Total for Payment No.:						1,895.00

Payment No: 702241

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SANTA CLARA CO VECTOR CONTROL	00508463	9857DEC2021	MOSQUITO/ VECTOR CONTROL ASS	General Fund	1,889.19
Total for Payment No.:						1,889.19

Payment No: 021891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MT TIRE SERVICE, LLC	00506449	18093	PARTS-V#3233	Fleet Operation Fund	381.94
01/07/2022	MT TIRE SERVICE, LLC	00506449	18093	TIRE TAX-V#3233	Fleet Operation Fund	3.50
01/07/2022	MT TIRE SERVICE, LLC	00506450	18094	PARTS-V#3515	Fleet Operation Fund	1,143.63
01/07/2022	MT TIRE SERVICE, LLC	00506450	18094	TIRE TAX-V#3515	Fleet Operation Fund	7.00
01/07/2022	MT TIRE SERVICE, LLC	00507215	18081	TIRE SERVICES	Fleet Operation Fund	120.00
01/07/2022	MT TIRE SERVICE, LLC	00507216	18088	TIRE SERVICES	Fleet Operation Fund	60.00
01/07/2022	MT TIRE SERVICE, LLC	00507381	18427	TIRE SERVICES	Fleet Operation Fund	50.00
01/07/2022	MT TIRE SERVICE, LLC	00507430	18428	TIRE SERVICES	Fleet Operation Fund	120.00
Total for Payment No.:						1,886.07

Payment No: 022019

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LINCOLN AQUATICS	00507505	36054611	#50 DE POWDER	General Fund	1,073.79
01/21/2022	LINCOLN AQUATICS	00507514	36054666	WARBURTON - LIQUID CHLORINE	General Fund	396.94
01/21/2022	LINCOLN AQUATICS	00507514	36054666	WARBURTON - PEST ASSESS+FUEL	General Fund	44.21
01/21/2022	LINCOLN AQUATICS	00507521	36054667	WARBURTON - 15% MURIATIC ACID	General Fund	311.01
01/21/2022	LINCOLN AQUATICS	00507521	36054667	WARBURTON - PEST ASSESS+FUEL	General Fund	42.92
Total for Payment No.:						1,868.87

Payment No: 702267

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WATERPROOFING ASSOC	00507969	7931	MISSION LIB LABOR	General Fund	708.00
01/28/2022	WATERPROOFING ASSOC	00507969	7931	MISSION LIB MATERIALS	General Fund	155.00
01/28/2022	WATERPROOFING ASSOC	00507970	7933	CRC LABOR	General Fund	944.00
01/28/2022	WATERPROOFING ASSOC	00507970	7933	CRC MATERIALS	General Fund	59.98
Total for Payment No.:						1,866.98

Payment No: 702080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	EOA INC	00507590	SY09-1121	STORMWATER PERMIT ASST-NOV21	General Fund	1,861.00
Total for Payment No.:						1,861.00

Payment No: 021882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LEHR AUTO ELECTRIC	00506297	SI68517	PARTS-V#3564	Vehicle Replacement Fund	242.58
01/07/2022	LEHR AUTO ELECTRIC	00506448	SI68575	PARTS-STOCK	Fleet Operation Fund	312.57
01/07/2022	LEHR AUTO ELECTRIC	00506545	SI68573	PARTS V3596	Vehicle Replacement Fund	755.83
01/07/2022	LEHR AUTO ELECTRIC	00506621	SI68569	PARTS-V#3596	Vehicle Replacement Fund	536.69
Total for Payment No.:						1,847.67

Payment No: 701922

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	THOMSON REUTERS WEST	00507354	845415244	ONLINE LEGAL DATABASE-11/21	General Fund	1,822.06
Total for Payment No.:						1,822.06

Payment No: 702253

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	THOMSON REUTERS WEST	00508393	845602825	online legal database DEC2021	General Fund	1,822.06
Total for Payment No.:						1,822.06

Payment No: 021872

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	██████████	00507240	1307007	LEGAL SERVICES - CHANGE ORDER	Special Liability Insurance	1,511.29
01/07/2022	██████████	00507241	1307009	LEGAL SERVICES - CHANGE ORDER	Special Liability Insurance	310.50
Total for Payment No.:						1,821.79

Payment No: 022005

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FARWEST LINE SPECIALTIES LLC	00508171	348159	BUCKET, CANVAS, NON-METALLIC,	Electric Utility	812.48
01/21/2022	FARWEST LINE SPECIALTIES LLC	00508171	348159	SHIPPING	Electric Utility	26.37
01/21/2022	FARWEST LINE SPECIALTIES LLC	00508174	346824	GAFF FOR BASHLIN HOOK. BASHLI	Electric Utility	442.94
01/21/2022	FARWEST LINE SPECIALTIES LLC	00508174	346824	BRUSH, CLEANING KEARNEY #11800	Electric Utility	506.78
01/21/2022	FARWEST LINE SPECIALTIES LLC	00508174	346824	SHIPPING	Electric Utility	20.70
Total for Payment No.:						1,809.27

Payment No: 021894

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NALCO CO	00506185	6600860141	SOLN 500ML POLYMER REAGENT	Electric Utility	808.08
01/07/2022	NALCO CO	00506185	6600860141	TRANSPORTATION/ENERGY FEE	Electric Utility	0.29
01/07/2022	NALCO CO	00506186	6670176988	MO.SRV FEE DVR DEC21	Electric Utility	994.81
Total for Payment No.:						1,803.18

Payment No: 702098

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	KRAFT INDUSTRIAL SUPPLY	00505872	36537	SETS GFO PACKING RINGS	Electric Utility	412.02
01/21/2022	KRAFT INDUSTRIAL SUPPLY	00505872	36537	OVAL FLEXSEAL MANWAY GASKET	Electric Utility	1,071.24
01/21/2022	KRAFT INDUSTRIAL SUPPLY	00507688	36640	GASKETS	Electric Utility	318.51
				Total for Payment No.:		1,801.77

Payment No: 701888

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PARS	00506704	49524	ARS PARS FEES - OCTOBER 2021	General Fund	1,797.61
				Total for Payment No.:		1,797.61

Payment No: 702086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GENEVIEVE ALTWER LMFT	00507425	101-1221	BEH HEALTH COUNSELING 101 #12	General Fund	170.00
01/21/2022	GENEVIEVE ALTWER LMFT	00507429	119-1221	BEH HEALTH COUNSEL 119 #47-48	General Fund	340.00
01/21/2022	GENEVIEVE ALTWER LMFT	00507433	133-1221	BEH HEALTH COUNSELING 133 #20	General Fund	170.00
01/21/2022	GENEVIEVE ALTWER LMFT	00507436	107-1221	BEH HEALTH COUNSEL 107 #2-3	General Fund	340.00
01/21/2022	GENEVIEVE ALTWER LMFT	00507440	115-1221	BEH HEALTH COUNSEL 115 #47-48	General Fund	340.00
01/21/2022	GENEVIEVE ALTWER LMFT	00507443	147-1221	BEH HEALTH COUNSEL 147 #1-2	General Fund	385.00
				Total for Payment No.:		1,745.00

Payment No: 702103

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LUPE LIMA	00507408	36692	Tow RV @ Flora Vista	General Fund	1,500.00
01/21/2022	LUPE LIMA	00507409	36767	Tow Vehicle for Bureau	General Fund	235.92
				Total for Payment No.:		1,735.92

Payment No: 021879

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	INTERNAP NETWORK SERVICES	00506016	INV15014133	INTERNET SERVICES	Information Technology	1,729.66

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Service

Total for Payment No.: 1,729.66

Payment No: 022089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	INTERNAP NETWORK SERVICES CORP	00507754	INV15015208	INTERNET SERVICES	Information Technology Service	1,729.66

Total for Payment No.: 1,729.66

Payment No: 702004

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HOME DEPOT USA	00507015	654952712	JANITORIAL SUPPLIES	General Fund	39.81
01/14/2022	HOME DEPOT USA	00507016	654952720	JANITORIAL SUPPLIES	General Fund	39.81
01/14/2022	HOME DEPOT USA	00507017	655655637	JANITORIAL SUPPLIES	General Fund	310.89
01/14/2022	HOME DEPOT USA	00507018	655655645	JANITORIAL SUPPLIES	Electric Utility	163.39
01/14/2022	HOME DEPOT USA	00507019	655655652	JANITORIAL SUPPLIES	General Fund	476.04
01/14/2022	HOME DEPOT USA	00507046	658898440	COMET CLNR, URINAL SCRNM, MOP	General Fund	687.62

Total for Payment No.: 1,717.56

Payment No: 702173

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ALEX BREITENBACH	00507816	37316JAN2022	Electric Permit BLD21-63688	Building New Dvlpmnt Svc Fee	1,696.00

Total for Payment No.: 1,696.00

Payment No: 702033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SUPERCO SPECIALTY PRODUCTS	00507186	PSI427467	SUPERCO ALT,VERY BERRY + RITEO	General Fund	1,680.20

Total for Payment No.: 1,680.20

Payment No: 021904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506582	6960110313-3 DEC2021	GAS TRANSPORT GIANERA NOV21	Electric Utility	1,667.74
Total for Payment No.:						1,667.74

Payment No: 701814

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CONSTRUCTION TESTING SERVICES INC	00507335	16854-3	MATERIALS TESTING & SPECIAL IN	PW Capital Proj ManagementFund	388.80
01/07/2022	CONSTRUCTION TESTING SERVICES INC	00507336	16852-1	MATERIALS TESTING & SPECIAL IN	PW Capital Proj ManagementFund	1,220.40
Total for Payment No.:						1,609.20

Payment No: 701949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GREG DEGER	00507821	17266JUL2021	TUITION REIMBURSEMENT	General Fund	1,606.63
Total for Payment No.:						1,606.63

Payment No: 702137

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SYN-TECH SYSTEMS INC	00507306	241554	PARTS-STOCK	Vehicle Replacement Fund	1,329.50
01/21/2022	SYN-TECH SYSTEMS INC	00507307	241884	PARTS-STOCK	Vehicle Replacement Fund	270.63
Total for Payment No.:						1,600.13

Payment No: 701878

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NAPA AUTO PARTS	00506299	5983-718303	PARTS-V#3406 TAXABLE	Fleet Operation Fund	1,164.54
01/07/2022	NAPA AUTO PARTS	00506299	5983-718303	PARTS-V#3406 TAX EXEMPT	Fleet Operation Fund	8.00
01/07/2022	NAPA AUTO PARTS	00506300	5983-718685	CREDIT- PART RETURNED	Fleet Operation Fund	-345.14

01/07/2022	NAPA AUTO PARTS	00506301	5983-718776	PARTS-V#3549	Fleet Operation Fund	14.14
01/07/2022	NAPA AUTO PARTS	00506302	5983-718777	PARTS-STOCK	Fleet Operation Fund	562.77
01/07/2022	NAPA AUTO PARTS	00506303	5983-718796	PARTS-V#3293	Fleet Operation Fund	147.57
01/07/2022	NAPA AUTO PARTS	00506304	5983-718972	CREDIT- PARTS RETURNED TAX	Fleet Operation Fund	-291.13
01/07/2022	NAPA AUTO PARTS	00506304	5983-718972	CREDIT- PARTS RETURNED NONTAX	Fleet Operation Fund	-2.00
01/07/2022	NAPA AUTO PARTS	00506305	5983-718984	CREDIT- PARTS RETURNED TAX	Fleet Operation Fund	-291.13
01/07/2022	NAPA AUTO PARTS	00506305	5983-718984	CREDIT- PARTS RETURNED NONTAX	Fleet Operation Fund	-2.00
01/07/2022	NAPA AUTO PARTS	00506452	5983-720015	PARTS-V#2832	Fleet Operation Fund	7.63
01/07/2022	NAPA AUTO PARTS	00506453	5983-720117	PARTS-V#3090	Fleet Operation Fund	4.04
01/07/2022	NAPA AUTO PARTS	00506455	5983-720213	PARTS-V#3028	Fleet Operation Fund	14.98
01/07/2022	NAPA AUTO PARTS	00506457	5983-720245	PARTS-SHOP USE	Fleet Operation Fund	3.83
01/07/2022	NAPA AUTO PARTS	00506458	5983-720257	PARTS-V#2739	Fleet Operation Fund	54.44
01/07/2022	NAPA AUTO PARTS	00506460	5983-720422	PARTS-V#3551	Fleet Operation Fund	14.14
01/07/2022	NAPA AUTO PARTS	00506461	5983-720441	PARTS-SHOP USE	Fleet Operation Fund	3.83
01/07/2022	NAPA AUTO PARTS	00506627	5983-720383	PARTS-STOCK	Fleet Operation Fund	197.21
01/07/2022	NAPA AUTO PARTS	00506628	5983-720443	PARTS-SHOP USE	Fleet Operation Fund	15.32
01/07/2022	NAPA AUTO PARTS	00506630	5983-720706	PARTS-V#3090	Fleet Operation Fund	4.04
01/07/2022	NAPA AUTO PARTS	00506871	5983-721079	PARTS-V#2869	Fleet Operation Fund	4.04
01/07/2022	NAPA AUTO PARTS	00506872	5983-721101	PARTS-V#0445	Fleet Operation Fund	4.04
01/07/2022	NAPA AUTO PARTS	00506874	5983-721242	PARTS-STOCK	Fleet Operation Fund	229.03
01/07/2022	NAPA AUTO PARTS	00506875	5983-721920	PARTS-V#3183	Fleet Operation Fund	7.08
01/07/2022	NAPA AUTO PARTS	00506876	5983-721932	PARTS-V#3582	Fleet Operation Fund	29.40
					Total for Payment No.:	1,558.67

Payment No: 022069

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CHAPARRAL AT CALAVERAS INC	00508396	CC2021-9	Instructor payment FY 21-22 fo	General Fund	1,550.50
					Total for Payment No.:	1,550.50

Payment No: 701810

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	COGENT COMMUNICATIONS	00506007	CITYOFSA00015DEC2021	INTERNET SVCS FOR DEC 2021	Information Technology Service	1,535.00
Total for Payment No.:						1,535.00

Payment No: 021918

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00506293	189-1107913	PARTS-STOCK	Fleet Operation Fund	1,514.76
01/07/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00506293	189-1107913	CA WASTE TIRE FEE- STOCK NONTX	Fleet Operation Fund	15.75
Total for Payment No.:						1,530.51

Payment No: 702250

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	STRYKER SALES CORPORATION	00508459	3474070M	Q: 1; PRODUCT 11996-000474 LIF	General Fund	1,530.00
Total for Payment No.:						1,530.00

Payment No: 021838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AMAZON.COM	00506640	90DEC2021	1233 JUV BK	General Fund	77.89
01/07/2022	AMAZON.COM	00506640	90DEC2021	1241 AD BK	General Fund	18.52
01/07/2022	AMAZON.COM	00506640	90DEC2021	1241 AD VG	General Fund	713.04
01/07/2022	AMAZON.COM	00506640	90DEC2021	1235 AD/JUV VG	General Fund	683.39
01/07/2022	AMAZON.COM	00506640	90DEC2021	SUPPLIES	General Fund	26.39
Total for Payment No.:						1,519.23

Payment No: 701916

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/07/2022	SUNNYVALE, CITY OF	00505832	DPS22-000045	trfc ctrl NFL 11282021	General Fund	1,506.48
				Total for Payment No.:		1,506.48

Payment No: 022086

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GRID SUBJECT MATTER EXPERTS, LLC	00507813	11144	ONGOING CIP ACTIVITIES DEC21	Electric Utility	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 702191

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	COGENT COMMUNICATIONS	00507753	CITYOFSA00015JAN2022	INTERNET SERVICES FOR JAN 2022	Information Technology Service	1,500.00
				Total for Payment No.:		1,500.00

Payment No: 701937

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WATERPROOFING ASSOC	00506594	7623-01	LABOR - ROOF LEAK REPAIR	Cemetery	1,416.00
01/07/2022	WATERPROOFING ASSOC	00506595	7623-02	MATERIALS - REPAIR ROOF LEAK	Cemetery	62.00
				Total for Payment No.:		1,478.00

Payment No: 022008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FLEETWASH, INC	00507278	X-2400041	CITY FLEET WASHNG SRVC- DEC 21	Fleet Operation Fund	820.87
01/21/2022	FLEETWASH, INC	00507278	X-2400041	CITY FLEET WASHING & DISINFECT	Fleet Operation Fund	648.98
				Total for Payment No.:		1,469.85

Payment No: 021917

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00507301	204296	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	427.77
01/07/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00507324	204272	TRIENNIAL SECONDARY CONTAINMEN	Electric Utility	750.00
01/07/2022	TECHNOLOGY, ENGINEERING & CONSTRUCTION	00507326	204323	AST AND UST FUEL STORAGE TANK	Fleet Operation Fund	288.67
Total for Payment No.:						1,466.44

Payment No: 701867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LANGUAGE LINE SOLUTIONS	00506541	10408534	LANGUAGE LINE SVCS NOV 2021	Information Technology Service	1,449.19
Total for Payment No.:						1,449.19

Payment No: 022049

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SUMMIT UNIFORMS	00507570	78094	uniform - reserve	General Fund	271.25
01/21/2022	SUMMIT UNIFORMS	00507571	77991	SEO Boolootian stad uniform	General Fund	156.41
01/21/2022	SUMMIT UNIFORMS	00507574	77706	SEO Faulkner stad uniform	General Fund	156.41
01/21/2022	SUMMIT UNIFORMS	00507575	77705	Res Ofc Oliver vest	General Fund	850.00
Total for Payment No.:						1,434.07

Payment No: 702115

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PURETEC INDUSTRIAL WATER	00508165	1940683	LABOR	Electric Utility	758.40
01/21/2022	PURETEC INDUSTRIAL WATER	00508166	1945670	LABOR	Electric Utility	675.30
Total for Payment No.:						1,433.70

Payment No: 022039

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	PG&E	00507785	6960110313-3 JAN2022	GAS TRANSPORT GIANERA DEC21	Electric Utility	1,414.04
Total for Payment No.:						1,414.04

Payment No: 702097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	KONE INC	00507528	1158260508	TASMAN	General Fund	342.04
01/21/2022	KONE INC	00507529	1158260509	TASMAN	General Fund	1,061.13
Total for Payment No.:						1,403.17

Payment No: 702167

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	A SLICE OF NEW YORK	00507872	R22-SBGR-0124	SM BUSI FOODSRV REBATE;71311-1	Elec OperatingGrant Trust Fund	1,395.00
Total for Payment No.:						1,395.00

Payment No: 702131

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	STATEWIDE TRAFFIC SAFETY AND SIGNS	00508140	05035726	CONE, 28IN VINYL PLASTIC TRAFF	Water Utility	1,263.15
01/21/2022	STATEWIDE TRAFFIC SAFETY AND SIGNS	00508141	05035984	PAINT, MARKING, BLUE. AERVOE #	Water Utility	101.97
Total for Payment No.:						1,365.12

Payment No: 702043

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VERIZON WIRELESS	00507150	9894610835	M2M CHARGES NOV21	Electric Utility	1,351.56
Total for Payment No.:						1,351.56

Payment No: 701819

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/07/2022	CRITICAL REACH	00506540	2220	APBnet Annual Support Fee	General Fund	1,340.00
				Total for Payment No.:		1,340.00

Payment No: 702166

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	3M CO	00508017	9412988874	SUPPIES - TRAFFIC	General Fund	1,328.58
				Total for Payment No.:		1,328.58

Payment No: 022070

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CINTAS CORP #630	00507665	4106959364	SAFEWASHER MOBL SRVC- TXBL	Fleet Operation Fund	31.07
01/28/2022	CINTAS CORP #630	00507665	4106959364	FLEET RENTALS	Fleet Operation Fund	231.50
01/28/2022	CINTAS CORP #630	00507883	4107056042	ALVAREZ - CHEMICALS	General Fund	20.44
01/28/2022	CINTAS CORP #630	00507883	4107056042	ALVAREZ - DS1	Other City Dept Op Grant Fund	9.82
01/28/2022	CINTAS CORP #630	00507884	4107055909	HENRY SCHMIDT - CHEMICALS	General Fund	20.44
01/28/2022	CINTAS CORP #630	00507884	4107055909	HENRY SCHMIDT - DS1	Other City Dept Op Grant Fund	9.82
01/28/2022	CINTAS CORP #630	00507885	4107049958	FULLER STR - CHEMICALS	General Fund	34.10
01/28/2022	CINTAS CORP #630	00507885	4107049958	FULLER STR - DS1	Other City Dept Op Grant Fund	19.64
01/28/2022	CINTAS CORP #630	00507886	4107049945	THAMIEN PARK - CHEMICALS	General Fund	34.10
01/28/2022	CINTAS CORP #630	00507886	4107049945	THAMIEN PARK - DS1	Other City Dept Op Grant Fund	19.64
01/28/2022	CINTAS CORP #630	00507887	4107049821	LIVE OAK - CHEMICALS	General Fund	34.10
01/28/2022	CINTAS CORP #630	00507887	4107049821	LIVE OAK - DS1	Other City Dept Op Grant Fund	19.64
01/28/2022	CINTAS CORP #630	00507888	4107049752	LICK MILL - CHEMICALS	General Fund	41.21
01/28/2022	CINTAS CORP #630	00507890	4107050064	AGNEW - CHEMICALS	General Fund	34.10
01/28/2022	CINTAS CORP #630	00507890	4107050064	AGNEW - DS1	Other City Dept Op Grant Fund	19.64
01/28/2022	CINTAS CORP #630	00507892	4107055531	CEMETERY - CHEMICALS	Cemetery	54.39

01/28/2022	CINTAS CORP #630	00507892	4107055531	CEMETERY - UNIFORMS	Cemetery	31.23
01/28/2022	CINTAS CORP #630	00507892	4107055531	CEMETERY - DS1	Other City Dept Op Grant Fund	19.88
01/28/2022	CINTAS CORP #630	00507895	4107049661	LICK MILL UNIFORMS	General Fund	70.95
01/28/2022	CINTAS CORP #630	00507899	4107499299	PARK YARD - SANIS BOWL CLIP SV	General Fund	4.57
01/28/2022	CINTAS CORP #630	00507899	4107499299	PARK YARD - UNIFORMS	General Fund	340.70
01/28/2022	CINTAS CORP #630	00508128	4104918468	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	36.18
01/28/2022	CINTAS CORP #630	00508128	4104918468	Supplies	Electric Utility	7.32
01/28/2022	CINTAS CORP #630	00508129	4105515650	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	36.18
01/28/2022	CINTAS CORP #630	00508129	4105515650	SUPPLIES	Electric Utility	59.70
01/28/2022	CINTAS CORP #630	00508131	4106165382	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	36.18
01/28/2022	CINTAS CORP #630	00508131	4106165382	SUPPLIES	Electric Utility	7.32
01/28/2022	CINTAS CORP #630	00508132	4106958921	LAUNDRY SERVICE FY21/22 SVP FR	Electric Utility	36.18
01/28/2022	CINTAS CORP #630	00508132	4106958921	SUPPLIES	Electric Utility	7.32
Total for Payment No.:						1,327.36

Payment No: 021881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LEE'S FORKLIFT SERVICE	00507105	20905	FORKLIFT SERVICES MATERIALS	Fleet Operation Fund	73.66
01/07/2022	LEE'S FORKLIFT SERVICE	00507105	20905	FORKLIFT SERVICES LABOR	Fleet Operation Fund	250.00
01/07/2022	LEE'S FORKLIFT SERVICE	00507420	20941	FORKLIFT SERVICES	Fleet Operation Fund	250.00
01/07/2022	LEE'S FORKLIFT SERVICE	00507421	20942	FORKLIFT SERVICES	Fleet Operation Fund	250.00
01/07/2022	LEE'S FORKLIFT SERVICE	00507423	20943	FORKLIFT SERVICES	Fleet Operation Fund	250.00
01/07/2022	LEE'S FORKLIFT SERVICE	00507427	20944	FORKLIFT SERVICES	Fleet Operation Fund	250.00
Total for Payment No.:						1,323.66

Payment No: 701802

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BLAIR REESE	00506143	26169	CHANGEOUT BANNERS-PARK @LINCOL	General Fund	270.00
01/07/2022	BLAIR REESE	00506146	26173	CHANGEOUT BANNER-DELA CRUZ	General Fund	135.00
01/07/2022	BLAIR REESE	00506159	26171	CHANGEOUT BANNER-FRANKLIN SQ	General Fund	915.00
Total for Payment No.:						1,320.00

Payment No: 702170

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	4HR CHEMIST 12/15/21	Electric Utility	268.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	HAND PUMP LARGE	Electric Utility	50.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	PPE GEAR LEVEL D	Electric Utility	8.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	GEAR TRUCK BOB TAIL 12/15/21	Electric Utility	125.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	SUPPLIES	Electric Utility	150.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507810	375484	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	48.08
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	4HR CHEMIST 12/22/21H	Electric Utility	268.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	HAND PUMP LARGE	Electric Utility	50.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	PPE GEAR LEVEL D	Electric Utility	8.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	GEAR TRUCK BOB TAIL 12/22/21	Electric Utility	125.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	SUPPLIES	Electric Utility	150.00
01/28/2022	ADVANCED CHEMICAL TRANSPORT	00507811	375760	ENVIRONMENTAL SERVICE CHARGE	Electric Utility	48.08
Total for Payment No.:						1,298.16

Payment No: 701861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KELLY-MOORE PAINT CO	00506588	817-00000428397	SUPPLIES-TRAFFIC MNTCE	General Fund	1,296.27
01/07/2022	KELLY-MOORE PAINT CO	00506590	817-00000430465	REFUND FOR -#817-41811920	General Fund	-9.36

Total for Payment No.: 1,286.91

Payment No: 702029

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00507702	311574	MATERIALS	Electric Utility	1,240.24
01/14/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00507702	311574	ENV SURCHARGE	Electric Utility	12.95
01/14/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00507702	311574	FUEL SURCHARGE	Electric Utility	9.92
01/14/2022	SOUTHERN COUNTIES LUBRICANTS, LLC	00507702	311574	DRUM	Electric Utility	21.83
Total for Payment No.:						1,284.94

Payment No: 701985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CREATE & LEARN INC.	00507751	2021125	Instructor payment FY 21-22 fo	General Fund	1,284.00
Total for Payment No.:						1,284.00

Payment No: 701887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PACIFIC WATER ART INC	00506606	67439	SCCC DEC 2021	Convention Cnt Maintenance Dis	1,280.00
Total for Payment No.:						1,280.00

Payment No: 702025

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SAN JOSE MAILING	00507641	5353	MAILING & POSTAGE NON TAX	General Fund	995.92
01/14/2022	SAN JOSE MAILING	00507641	5353	3550 EL CAMINO REAL NOTICE	General Fund	260.35
Total for Payment No.:						1,256.27

Payment No: 701800

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BAY AREA PL SERVICES	00506909	7992	NOVEMBER 2021 FORENSIC SERVICE	General Fund	1,256.00
Total for Payment No.:						1,256.00

Payment No: 702242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SANTA CLARA LIGHTING, INC.	00507965	23186	CITY HALL	General Fund	251.37
01/28/2022	SANTA CLARA LIGHTING, INC.	00507966	22981	CENTRAL LIB	General Fund	762.78
01/28/2022	SANTA CLARA LIGHTING, INC.	00507967	23506	FS 2 BALLAST	General Fund	221.69
Total for Payment No.:						1,235.84

Payment No: 701826

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DEVIL MOUNTAIN WHOLESALE NURSERY, LLC	00506794	10978/3	EPILOBIUM CANUM, LAGER ZUNI MU	General Fund	1,225.18
Total for Payment No.:						1,225.18

Payment No: 702249

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	STEVEN DOLEZAL	00507765	892DEC2021	Psych Services	General Fund	1,225.00
Total for Payment No.:						1,225.00

Payment No: 021852

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	[REDACTED]	00507239	23740	LEGAL SERVICES - CHANGE ORDER	Housing Successor	990.00
01/07/2022	[REDACTED]	00507375	24007	LEGAL SERVICES - CHANGE ORDER	Housing Successor	225.00
Total for Payment No.:						1,215.00

Payment No: 701933

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	VALLEY POWER SYSTEMS INC	00506885	K57428RB	LABOR-V#3427 WO#131277	Fleet Operation Fund	302.94
01/07/2022	VALLEY POWER SYSTEMS INC	00506885	K57428RB	MACHN OPS-V#3427 WO#131277	Fleet Operation Fund	490.36
01/07/2022	VALLEY POWER SYSTEMS INC	00506885	K57428RB	PARTS-V#3427 WO#131277	Fleet Operation Fund	306.70
01/07/2022	VALLEY POWER SYSTEMS INC	00506885	K57428RB	MILEAGE-V#3427 WO#131277	Fleet Operation Fund	100.00
Total for Payment No.:						1,200.00

Payment No: 701761

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DOMINIC RESTANI	00507394	17359DEC2021	Confined Space Rescue in-servi	General Fund	1,200.00
Total for Payment No.:						1,200.00

Payment No: 702116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00507558	086164	CONDUIT LEASE JAN22	Electric Utility	1,091.25
01/21/2022	QUALITY TECHNOLOGY SERVICES HOLDING, LLC	00507558	086164	RACK: 2POST JAN22	Electric Utility	100.00
Total for Payment No.:						1,191.25

Payment No: 701862

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KELLY-MOORE PAINT CO	00506488	816-00000152396	RUS 205015 AND 9186	General Fund	1,183.90
Total for Payment No.:						1,183.90

Payment No: 702082

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ESSEL TECHNOLOGY SERVICES, INC	00507523	153.21001.11	969 KIELY PARKS	General Fund	1,180.00
Total for Payment No.:						1,180.00

Payment No: 702197

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	EUGENE BURGER MANAGEMENT	00507820	117874	MANAGEMENT FEE FOR 12/21	General Fund	1,179.38
Total for Payment No.:						1,179.38

Payment No: 701836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	EUGENE BURGER MANAGEMENT	00507125	116675	MGMT FEE NOVEMBER 2021	General Fund	1,179.38
Total for Payment No.:						1,179.38

Payment No: 701828

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DOG WASTE DEPOT	00506483	454333	DOG WASTE STATION	General Fund	1,090.13
01/07/2022	DOG WASTE DEPOT	00506483	454333	TARIFF MITIGATION FEE	General Fund	88.91
Total for Payment No.:						1,179.04

Payment No: 702064

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	AT&T CALNET	00507685	000017554672	STO WAN CKTS 12/1/21-12/31/21	Electric Utility	1,169.78
Total for Payment No.:						1,169.78

Payment No: 701882

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NORTHWEST INDUSTRIAL ENGINE & COMP	00507448	2268	RECONDITIONED PARTS	Electric Utility	864.37
01/07/2022	NORTHWEST INDUSTRIAL ENGINE & COMP	00507448	2268		Electric Utility	303.57
Total for Payment No.:						1,167.94

Payment No: 022014

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	IMPERIAL SPRINKLER SUPPLY INC	00507426	4926663-00	SUPPLIE-P&B	General Fund	1,033.99
01/21/2022	IMPERIAL SPRINKLER SUPPLY INC	00507567	4950599-00	TREETIE 36" CINCH TIE	General Fund	1.98
01/21/2022	IMPERIAL SPRINKLER SUPPLY INC	00507568	4951181-00	ALUMINUM CORNER WRENCH ET AL	General Fund	94.76
01/21/2022	IMPERIAL SPRINKLER SUPPLY INC	00507682	4954150-00	TREESTAK AND TREESTIE	General Fund	26.72
Total for Payment No.:						1,157.45

Payment No: 021887

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1236 AD DVD	General Fund	56.43
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1241 AD CD	General Fund	13.36
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1241 AD DVD	General Fund	439.73
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1233 AD DVD	General Fund	83.42
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1235 AD DVD	General Fund	28.62
01/07/2022	MIDWEST TAPE LLC	00506467	501380584	1235 JUV DVD	General Fund	86.67
01/07/2022	MIDWEST TAPE LLC	00506817	501413345	1236 AD DVD	General Fund	31.90
01/07/2022	MIDWEST TAPE LLC	00506817	501413345	1241 AD DVD	General Fund	326.82
01/07/2022	MIDWEST TAPE LLC	00506817	501413345	1233 AD DVD	General Fund	55.61
01/07/2022	MIDWEST TAPE LLC	00506817	501413345	1235 AD DVD	General Fund	31.90
Total for Payment No.:						1,154.46

Payment No: 021983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	WILLIAMS SCOTSMAN INC	00507355	9012613259	CONTAINER RENTAL SERRA JAN22	Electric Utility Construction	576.65
01/14/2022	WILLIAMS SCOTSMAN INC	00507356	9012613260	40X8 CONTAINER RENT JAN22	Electric Utility Construction	575.20
Total for Payment No.:						1,151.85

Payment No: 021934

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	BAY AREA TREE SPECIALISTS	00507098	67774	STUMP GRND= LAWRN & PRNRGE	Streets And Highways	1,150.00
Total for Payment No.:						1,150.00

Payment No: 022097

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PENINSULA BUILDING MATERIALS	00507935	106853	TRAFFIC - SAND	General Fund	1,145.81
Total for Payment No.:						1,145.81

Payment No: 701840

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FLYERS ENERGY LLC	00507483	21-443276	MATERIALS	Electric Utility	1,126.91
Total for Payment No.:						1,126.91

Payment No: 702001

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FLYERS ENERGY LLC	00507654	21-444083	MATERIALS	Electric Utility	1,119.33
Total for Payment No.:						1,119.33

Payment No: 003046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NAVIA BENEFIT SOLUTIONS, INC	00507310	10401339	DD:NAVIA ADMIN FEE DEC21	Payroll Liability&ClearingAcct	594.25
01/07/2022	NAVIA BENEFIT SOLUTIONS, INC	00507310	10401339	DD:NAVIA ADMIN FEE DEC21	General Fund	501.67
Total for Payment No.:						1,095.92

Payment No: 702109

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	NEW IMAGE LANDSCAPE COMPANY	00507593	415135	WEED ABATEMNT- 1515 NORMAN	Electric Utility	960.00
01/21/2022	NEW IMAGE LANDSCAPE COMPANY	00507594	415893	REPLACE PLANT- 1705 MARTIN	Electric Utility	131.00
Total for Payment No.:						1,091.00

Payment No: 022012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GRAINGER-SAN JOSE	00507282	9149738495	PARTS-SHOP USE	Fleet Operation Fund	12.78
01/21/2022	GRAINGER-SAN JOSE	00507283	9149902950	PARTS-SHOP USE	Fleet Operation Fund	4.19
01/21/2022	GRAINGER-SAN JOSE	00507284	9160243193	PARTS-V#3596	Fleet Operation Fund	1,046.16
Total for Payment No.:						1,063.13

Payment No: 701930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	UNIQUE TOWING	00506912	00191076	TOW POLICE VEHICLE TO PD LOT	General Fund	117.50
01/07/2022	UNIQUE TOWING	00507194	00191346	TOW JUNK TRAILER TO CORP YARD	General Fund	353.88
01/07/2022	UNIQUE TOWING	00507195	00191336	TOW TRUCK TO YARD FOR JUNK	General Fund	353.88
01/07/2022	UNIQUE TOWING	00507197	00191119	TOW TO SCPD FOR EVIDENCE	General Fund	235.92
Total for Payment No.:						1,061.18

Payment No: 021850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CA DEPT OF JUSTICE	00506318	548479	PD	General Fund	130.00
01/07/2022	CA DEPT OF JUSTICE	00506318	548479	Fire	General Fund	66.00
01/07/2022	CA DEPT OF JUSTICE	00506318	548479	Reg	General Fund	130.00
01/07/2022	CA DEPT OF JUSTICE	00506722	550216	CITY R, AN, FACILITIES - NOV	General Fund	588.00
01/07/2022	CA DEPT OF JUSTICE	00506722	550216	CONTRACTOR P&R - NOV	General Fund	147.00
Total for Payment No.:						1,061.00

Payment No: 702045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VP SECURITY SERVICES, INC	00507882	19610	TEMPORARY SECURITY SERVICES	Electric Utility	952.00
01/14/2022	VP SECURITY SERVICES, INC	00507882	19610	ADDITIONAL ENCUMBRANCE - SECUR	Electric Utility	104.00
Total for Payment No.:						1,056.00

Payment No: 702087

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GRAYBAR ELECTRIC	00507687	9324615193	CLOSET CONN HSG PNLS	Electric Utility Construction	1,045.69
Total for Payment No.:						1,045.69

Payment No: W22269

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ICMA Retirement Corporation	00508659	01/09/22-01/22/22A	WT: B2202 457 PLN CONTRIBUTION	Fringe Benefits	1,038.46
Total for Payment No.:						1,038.46

Payment No: W22244

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ICMA Retirement Corporation	00507923	12/26/21-01/08/22A	WT: B2201 457 PLAN CONTRIBUTIO	Fringe Benefits	1,038.46
Total for Payment No.:						1,038.46

Payment No: 702209

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	INDIA FOR EVERYONE	00507822	2A-2619	1241 AD BK	General Fund	1,033.86
Total for Payment No.:						1,033.86

Payment No: 702230

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	OWEN EQUIPMENT SALES	00507836	00054887	PARTS- V#3410	Fleet Operation Fund	1,019.30
01/28/2022	OWEN EQUIPMENT SALES	00507836	00054887	CA HANDLG FEE- TXBL	Fleet Operation Fund	5.69
Total for Payment No.:						1,024.99

Payment No: 702125

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RR DONNELLEY	00507624	839339723	2021 W-2 FORMS	General Fund	1,011.90
Total for Payment No.:						1,011.90

Payment No: 702188

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CASEY JOHNSON	00507847	37528JAN2022	Electric Permit BLD21-63685	Building New Dvlpmnt Srcv Fee	1,003.86
Total for Payment No.:						1,003.86

Payment No: 701857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	JING ZHANG	00506609	1268262	REBATE FOR ELECT PANEL;28881-	Elec OperatingGrant Trust Fund	1,000.00
Total for Payment No.:						1,000.00

Payment No: 701873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MOCAVO INC	00505970	5637259330	1241 AD DB (11/29/21-11/28/22)	General Fund	995.00
Total for Payment No.:						995.00

Payment No: 702164

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	DIVISION OF THE STATE ARCHITECT	00508372	13921JAN2022	PORTION OF \$4 CASP FEE-AB1379	Building Fee Admin Retainage	983.20
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Total for Payment No.:						983.20
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Payment No: 701988

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DARRYL PANG	00507232	24084DEC2021A	New Hire Polygraphs	General Fund	975.00

Total for Payment No.:						975.00
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Payment No: 702012

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	KAREN MURPHY LANSING	00507175	SCPD46	Psych Services	General Fund	960.00

Total for Payment No.:						960.00
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Payment No: 701983

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CLEARBLU ENVIROMENTAL	00507102	26427	PARTS-FLEET	Fleet Operation Fund	150.47
01/14/2022	CLEARBLU ENVIROMENTAL	00507102	26427	LABOR-FLEET	Fleet Operation Fund	805.00

Total for Payment No.:						955.47
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Payment No: 022045

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SCOTT'S PPE RECON INC	00507462	37335	NON-TAX TURNOUT REPAIR SEP-DEC	Fire Department	944.00
01/21/2022	SCOTT'S PPE RECON INC	00507462	37335	TAXABLE TURNOUT REPAIR SEP-DEC	Fire Department	10.91

Total for Payment No.:						954.91
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Payment No: 702169

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	ADT COMMERCIAL LLC	00507944	143262756	SENIOR CENTER LABOR	General Fund	880.00
01/28/2022	ADT COMMERCIAL LLC	00507944	143262756	SENIOR CENTER MATERIALS	General Fund	70.69
Total for Payment No.:						950.69

Payment No: 701901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SAN JOSE BOILER WORKS	00506501	14547	ISC - LABOR IGNITION FAILURE	General Fund	900.00
01/07/2022	SAN JOSE BOILER WORKS	00506501	14547	ISC - VEH OVERHEAD	General Fund	39.00
Total for Payment No.:						939.00

Payment No: 021956

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507020	4767858-00	PURPLE MARKING STICKERS	Water Utility	76.61
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507021	4845391-00	STRAW WADDLES	Water Utility	105.51
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507022	4867959-00	ASSORTED PVC PIPE	Water Utility	33.57
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507045	4944220-00	PVC PIPES	General Fund	316.64
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507050	4943453-00	MALE ADAPT PVC	General Fund	4.81
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507052	4942474-00	BLUE MARKING FLAGS & CEMENT	General Fund	22.00
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507053	4942306-00	GOOF PLUG, BARB, EMITTER	General Fund	166.96
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507115	4936537-00	LANDSCPING SUPPLIES	General Fund	35.76
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507172	4932074-00	TRENCHING SHOVEL, HANDLE	General Fund	60.78
01/14/2022	IMPERIAL SPRINKLER SUPPLY INC	00507184	4935066-00	BRASS HIGH FLO CNTRL VALVE	General Fund	115.59
Total for Payment No.:						938.23

Payment No: 702198

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	FAST UNDERCAR SANTA CLARA	00507792	368229	CREDIT- PART RETURNED	Fleet Operation Fund	-20.94
01/28/2022	FAST UNDERCAR SANTA CLARA	00507794	370971	PARTS-V#3369	Fleet Operation Fund	19.15
01/28/2022	FAST UNDERCAR SANTA CLARA	00507795	372598	PARTS-STOCK	Fleet Operation Fund	586.04

01/28/2022	FAST UNDERCAR SANTA CLARA	00507796	372599	PARTS-STOCK	Fleet Operation Fund	15.32
01/28/2022	FAST UNDERCAR SANTA CLARA	00507797	372613	PARTS-STOCK	Fleet Operation Fund	59.36
01/28/2022	FAST UNDERCAR SANTA CLARA	00507798	372663	PARTS-V#3328	Fleet Operation Fund	129.41
01/28/2022	FAST UNDERCAR SANTA CLARA	00507799	373313	PARTS-V#3115	Fleet Operation Fund	9.52
01/28/2022	FAST UNDERCAR SANTA CLARA	00507800	373537	PARTS-V#3179	Fleet Operation Fund	11.29
01/28/2022	FAST UNDERCAR SANTA CLARA	00507801	374253	PARTS-STOCK	Fleet Operation Fund	117.46
Total for Payment No.:						926.61

Payment No: 022053

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	UNITY COURIER SERVICES, INC	00507603	475930	LINK+ DELIVERY	General Fund	922.00
Total for Payment No.:						922.00

Payment No: 022080

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	FLEETWASH, INC	00508370	X-2408753	CITY FLEET WASHING & DISINFECT	Fleet Operation Fund	902.84
Total for Payment No.:						902.84

Payment No: W22268

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ICMA Retirement Corporation	00508657	01/09/22-01/22/22	WT: B2202 401 (A) PLAN CONTRIB	Fringe Benefits	901.30
Total for Payment No.:						901.30

Payment No: W22242

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ICMA Retirement Corporation	00507922	12/26/21-01/08/22	WT: B2201 401(A) PLAN CONTRIBU	Fringe Benefits	901.30
Total for Payment No.:						901.30

Payment No: 701972

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ANIMAL DAMAGE MANAGEMENT	00507096	4852C	PEST CONTRL SRVC- DEC 2021	General Fund	895.00
				Total for Payment No.:		895.00

Payment No: 021886

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MCCAMPBELL ANALYTICAL INC	00507475	2112749	Laboratory Services with McCam	Water Utility	893.00
				Total for Payment No.:		893.00

Payment No: 701977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AT&T CALNET	00507257	000017520375	BN9391023721 11/25/21-12/24/21	Electric Utility	880.13
				Total for Payment No.:		880.13

Payment No: 702120

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ROBERT E. VAN HEUIT	00508073	1108	CHANGE ORDER NO. 1: ADDITIONAL	Related Santa Clara Dvlpr Fund	875.00
				Total for Payment No.:		875.00

Payment No: 701955

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MITCHELL COOK	00507840	29971JAN2022	CSFM RIVER & FLOOD TECHNICIAN	General Fund	875.00
				Total for Payment No.:		875.00

Payment No: 702067

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	BSN SPORTS, LLC	00507539	914737951	TUFFY WINDSCREEN 6' HIGH	General Fund	572.16
01/21/2022	BSN SPORTS, LLC	00507540	914737965	TUFFY WINDSCREEN 6' HIGH	General Fund	292.56
Total for Payment No.:						864.72

Payment No: 702121

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ROTO-ROOTER SERVICES COMPANY	00507501	193-23607224	LABOR	General Fund	748.00
01/21/2022	ROTO-ROOTER SERVICES COMPANY	00507501	193-23607224	PRODUCTS	General Fund	109.88
Total for Payment No.:						857.88

Payment No: 021848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BRUCE BARTON PUMP SERVICE INC	00506505	0108674-IN	ISC - BRONZE PUMP+MOTOR	General Fund	844.17
Total for Payment No.:						844.17

Payment No: 701920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	T-MOBILE USA INC	00506546	9477497585	GPS Locate 21-819103	General Fund	90.00
01/07/2022	T-MOBILE USA INC	00506549	9477421229	GPS Locate P2109250055	General Fund	750.00
Total for Payment No.:						840.00

Payment No: 702034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	T-MOBILE USA INC	00507127	9478812350	GPS Locate P2111020038	General Fund	420.00
01/14/2022	T-MOBILE USA INC	00507128	9479039312	GPS Locate P2109250055	General Fund	420.00
Total for Payment No.:						840.00

Payment No: 021868

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GRANITE ROCK CO #29145	00507357	1341263	SAND & BASE ROCK	Water Utility	125.20
01/07/2022	GRANITE ROCK CO #29145	00507357	1341263	SAND & BASE ROCK	Water Utility	83.47
01/07/2022	GRANITE ROCK CO #29145	00507357	1341263	SAND & BASE ROCK	Electric Utility Construction	417.33
01/07/2022	GRANITE ROCK CO #29145	00507357	1341263	SAND & BASE ROCK	Water Utility Construction	166.92
01/07/2022	GRANITE ROCK CO #29145	00507357	1341263	SAND & BASE ROCK	Sewer Utility	41.73
				Total for Payment No.:		834.65

Payment No: 021857

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	PD 1990 WALSH AVE	General Fund	141.51
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	FIRE 1177 ALVISO ST	General Fund	24.44
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	FIRE 1177 ALVISO ST	General Fund	48.89
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	PD 601 EL CAMINO REAL	General Fund	219.03
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	PD 3992 RIVERMARK PLZ	General Fund	29.83
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	SR CNTR 1303 FREMONT ST	General Fund	147.75
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	CH 1500 WARBURTON AVE	Information Technology Service	163.41
01/07/2022	COMCAST	00507104	11/23/21AC815540065018 2213	IT 1405 CIVIC CNTR DR	Information Technology Service	55.83
				Total for Payment No.:		830.69

Payment No: 702156

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NOR-CAL OVERHEAD INC	00507961	39870	PARKS - BENTON COUNTER DOORS	General Fund	390.00
01/28/2022	NOR-CAL OVERHEAD INC	00507964	39832	PD REMOTE ISSUE	General Fund	390.00

01/28/2022	NOR-CAL OVERHEAD INC	00507964	39832	PD - MATERIAL	General Fund	38.19
Total for Payment No.:						818.19

Payment No: 701974

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AT&T	00507258	1175346537	T1.5 MBPS SVC 19DEC21-18JAN22	Electric Utility	811.30
Total for Payment No.:						811.30

Payment No: 021965

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	NALCO CO	00507035	6600889311	PERMACLEAN PAIL 18-24 LITER	Electric Utility	810.32
Total for Payment No.:						810.32

Payment No: 701859

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KAMBRIA EVANS PSYCHOTHERAPY,	00502216	19	BEHAVIORAL HEALTH COUNSELING	General Fund	810.00
Total for Payment No.:						810.00

Payment No: 702011

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	KAMBRIA EVANS PSYCHOTHERAPY,	00506846	20	BEH HEALTH COUNSEL #111 SE 20	General Fund	810.00
Total for Payment No.:						810.00

Payment No: 702015

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MALLORY SAFETY & SUPPLY LLC	00507721	5212949	HARD HAT, BULLARD WIDE-RIM STY	Electric Utility	477.97
01/14/2022	MALLORY SAFETY & SUPPLY LLC	00507722	5219716	SHACKLE, 3/4IN ANCHOR TYPE, GA	Electric Utility	327.38

Total for Payment No.: 805.35

Payment No: 701900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SAFETY-KLEEN SYSTEMS INC	00506790	87698271	GASTEC AQUEOUS SAMPLE TUBE	General Fund	787.10
01/07/2022	SAFETY-KLEEN SYSTEMS INC	00506790	87698271	FEE FUEL SURCHARGE	General Fund	16.87
Total for Payment No.:						803.97

Payment No: 702028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SEAN MENDELSON	00507706	62021	INSTRUCTOR PAYMENT FY 21-22 FO	General Fund	800.80
Total for Payment No.:						800.80

Payment No: 701782

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ZACHARY MCGHIE	00507341	16143DEC2021	TRENCH RESCUE IN-SERVICE TRAIN	General Fund	795.00
Total for Payment No.:						795.00

Payment No: 701960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CA FRANCHISE TAX BOARD	00507920	12/26/21-01/08/22DY	WAGE ATTACHMENT B2201	Payroll Liability&ClearingAcct	790.66
Total for Payment No.:						790.66

Payment No: 702161

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ENGINEERS -CITY OF SANTA CLARA	00508635	12/26/21-01/22/22	UNION DUES B2201 & B2202	Payroll Liability&ClearingAcct	790.44

Total for Payment No.: 790.44

Payment No: 701906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SHAW HR CONSULTING INC	00506980	002225	CONSULTING FEES	General Fund	787.50
Total for Payment No.:						787.50

Payment No: 701835

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ESSEL TECHNOLOGY SERVICES, INC	00506600	153.21001.10	2250 ROYAL - PARKS	General Fund	784.00
Total for Payment No.:						784.00

Payment No: 021967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PACKET FUSION INC	00506830	PB14690	GATEWAY SERVICE IMPLEMENTATION	Information Technology Service	781.25
Total for Payment No.:						781.25

Payment No: 702046

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ZORO TOOLS INC.	00507051	INV10439487	STAR EDGE 9" BLADE	General Fund	647.77
01/14/2022	ZORO TOOLS INC.	00507167	INV10460265	BLUE ADA HANDICAP RSTROOM SIGN	General Fund	63.30
01/14/2022	ZORO TOOLS INC.	00507182	INV10464882	ADA WOMEN HANDICAP RSTRM SIGN	General Fund	63.30
Total for Payment No.:						774.37

Payment No: 021871

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GURUS EDUCATIONAL SERVICES INC	00507226	20211202	INSTRUCTOR PAYMENT FY 21-22	General Fund	764.80

FO

Total for Payment No.: 764.80

Payment No: 702200

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	FIRST SHIELD SECURITY AND	00507949	2382	TASMAN	General Fund	760.41
Total for Payment No.:						760.41

Payment No: 022010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GARDENLAND POWER EQUIPMENT	00507424	902923	SUPPLIES-P&B	General Fund	758.84
Total for Payment No.:						758.84

Payment No: 701850

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HOME DEPOT USA	00505219	652095266	JANITORIAL SUPPLIES	General Fund	496.96
01/07/2022	HOME DEPOT USA	00506189	657331500	SCOTT MULTIFOLD TOWEL 1PLY	Electric Utility	59.32
01/07/2022	HOME DEPOT USA	00506189	657331500	RENOWN LNR	Electric Utility	33.74
01/07/2022	HOME DEPOT USA	00506189	657331500	RENOWN KITCHEN TWL 3PLY	Electric Utility	30.29
01/07/2022	HOME DEPOT USA	00506189	657331500	SCOTT 2PLY TOILET TISSUE	Electric Utility	55.13
01/07/2022	HOME DEPOT USA	00506511	658037668	SANI WASTE WAXED KRAFT	General Fund	83.33
Total for Payment No.:						758.77

Payment No: 702128

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SIMPLEVIEW LLC	00508136	CI_14729	MONTHLY CHARGES-JAN 2022	Deposit Funds.	741.67
Total for Payment No.:						741.67

Payment No: 021900

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506075	9644211793-1 NOV2021	ELEC SVC GRIZZLY PWRHSE NOV21	Electric Utility	735.20
				Total for Payment No.:		735.20

Payment No: 701899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ROSE CITY LABEL	00506319	154616	Junior Deputy Badge Stickers	General Fund	735.00
				Total for Payment No.:		735.00

Payment No: 022009

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	GALE/CENGAGE LEARNING	00507437	76326282	1241 AD BK	General Fund	720.34
				Total for Payment No.:		720.34

Payment No: 701833

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ELIZABETH RAWSON, MD	00505901	4	BEH HEALTH COUNSEL #243 17-20	General Fund	720.00
				Total for Payment No.:		720.00

Payment No: 022100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	PUMP REPAIR SERVICE CO	00507995	040873	LABOR- PUMP CHECKS	Storm Drain	715.00
				Total for Payment No.:		715.00

Payment No: 701941

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WITMER PUBLIC SAFETY GROUP INC	00505928	2169172	1 TRASH HOOK	General Fund	468.23

01/07/2022	WITMER PUBLIC SAFETY GROUP INC	00505928	2169172	2 FIRE HOOKS DRY WALL HANDLE	General Fund	246.44
Total for Payment No.:						714.67

Payment No: 022002

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	DATABANK HOLDINGS LTD	00507686	129929	5101 LAFAYETTE ST JAN2022	Electric Utility	711.41
Total for Payment No.:						711.41

Payment No: 702214

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LANGUAGE LINE SOLUTIONS	00507780	10428493	LANGUAGE LINE SVCS - DEC 2021	Information Technology Service	718.11
01/28/2022	LANGUAGE LINE SOLUTIONS	00507780	10428493	CREDIT - DEC 2021	Information Technology Service	-7.35
Total for Payment No.:						710.76

Payment No: 702031

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	STEVEN DOLEZAL	00507176	892NOV2021	Psych Services	General Fund	700.00
Total for Payment No.:						700.00

Payment No: 702202

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GRAYBAR ELECTRIC	00507778	9324231129	EMER CALL BOX - TASMAN GARAGE	General Fund	691.84
Total for Payment No.:						691.84

Payment No: 702129

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	SITEONE LANDSCAPE SUPPLY, LLC	00507428	114514137-001	TORO SERVICE DX2 UHF RADIO	General Fund	171.94

01/21/2022	SITEONE LANDSCAPE SUPPLY, LLC	00507428	114514137-001	SERVICE OF DX2 COMR BOARD	General Fund	259.62
01/21/2022	SITEONE LANDSCAPE SUPPLY, LLC	00507428	114514137-001	GT SERVICE	General Fund	250.00
				Total for Payment No.:		681.56

Payment No: 021957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	INFOSEND INC	00506357	203087	TAX & LICENSE MAILING TAXABLE	General Fund	98.07
01/14/2022	INFOSEND INC	00506357	203087	TAX & LICENSE MAILING NON-TAX	General Fund	582.41
				Total for Payment No.:		680.48

Payment No: 021930

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	TRITON MUSEUM	Public Buildings	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	CITY HALL	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	OLD COURTHOUSE	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	COMMUNITY RECREATION CENTER	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	FIRE STATION 1	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	CENTRAL LIB	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	NORTHSIDE LIB	General Fund	85.00
01/14/2022	ACT, A DIVISION OF CCI	00507896	0379796-IN	POLICE	General Fund	85.00
				Total for Payment No.:		680.00

Payment No: 702008

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	INDUSTRIAL SCIENTIFIC CORP	00507263	2486133	2021 DEC INET GAS MONITORING	Electric Utility	676.33
				Total for Payment No.:		676.33

Payment No: 021959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	LINCOLN AQUATICS	00507160	36051150	MARY GOMEZ - 15% MURIATIC ACID	General Fund	623.38
01/14/2022	LINCOLN AQUATICS	00507160	36051150	MARY GOMEZ - FUEL AND ASSESS	General Fund	47.65
				Total for Payment No.:		671.03

Payment No: 021846

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BOUNDTREE MEDICAL LLC	00505990	84315659	MED SUPPLIES - MASIMO TR1	General Fund	665.33
				Total for Payment No.:		665.33

Payment No: 701773

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NICK VAN HAEFTEN	00507273	35235DEC2021	PG&ER TAP LINE INSPECTION	Electric Utility	375.10
01/07/2022	NICK VAN HAEFTEN	00507281	35235DEC2021A	PG&E GRIZZLY QUARTERLY MEETING	Electric Utility	282.40
				Total for Payment No.:		657.50

Payment No: 021940

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CINTAS FIRE PROTECTION #F44	00507173	0F44765838	Fire Extinguisher Recharge	General Fund	298.17
01/14/2022	CINTAS FIRE PROTECTION #F44	00507173	0F44765838	Fire Ext. Inspection	General Fund	293.48
01/14/2022	CINTAS FIRE PROTECTION #F44	00507173	0F44765838	Service Charge	General Fund	60.74
				Total for Payment No.:		652.39

Payment No: 702089

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	INDUSTRIAL SCIENTIFIC CORP	00508042	2487234	Monthly iNet Usage Fee w/AutoR	Sewer Utility	651.60
				Total for Payment No.:		651.60

Payment No: 701864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KM & D MACHINE INC	00506446	44218	LABOR-V#1640	Fleet Operation Fund	520.00
01/07/2022	KM & D MACHINE INC	00506446	44218	PARTS-V#1640	Fleet Operation Fund	130.95
Total for Payment No.:						650.95

Payment No: 701866

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KRAFT INDUSTRIAL SUPPLY	00506860	36583	MATERIALS - 2" AND 3"-150#	Electric Utility	119.35
01/07/2022	KRAFT INDUSTRIAL SUPPLY	00506861	36584	FLEXSEAL GASKETS	Electric Utility	146.35
01/07/2022	KRAFT INDUSTRIAL SUPPLY	00506864	36586	NYLON IINSERTED NEOPLANE	Electric Utility	378.88
Total for Payment No.:						644.58

Payment No: 702258

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507760	9895776571	FIRE PREVENTION WIRELESS SVCS	General Fund	637.42
Total for Payment No.:						637.42

Payment No: 701957

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ROSA AVALOS	00507838	25989JAN2022	EMERGENCY MEDICAL TECHNICIAN	General Fund	416.50
01/14/2022	ROSA AVALOS	00507838	25989JAN2022	PRE-HOSPITAL EMERGENCY CARE	General Fund	204.15
Total for Payment No.:						620.65

Payment No: 701967

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	ALLIED AUTO STORES	00507095	01BT5818	PARTS-STOCK	Fleet Operation Fund	618.24
Total for Payment No.:						618.24

Payment No: 702240

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SAN JOSE BMW	00507851	268411	LABOR- V#3503 WO#132275	Fleet Operation Fund	487.50
01/28/2022	SAN JOSE BMW	00507851	268411	PARTS-V#3503 WO#132275	Fleet Operation Fund	103.85
01/28/2022	SAN JOSE BMW	00507851	268411	HAZ WAST FEE- V#3503 NONTXB	Fleet Operation Fund	2.73
Total for Payment No.:						594.08

Payment No: 702042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	VERIZON WIRELESS	00475630	9858033615	WATER	Water Utility	235.42
01/14/2022	VERIZON WIRELESS	00475630	9858033615	WATER	Water Recycling Program	117.72
01/14/2022	VERIZON WIRELESS	00475630	9858033615	WATER	Sewer Utility	235.42
Total for Payment No.:						588.56

Payment No: 701942

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WRA, INC.	00506311	23001-1-44647	WESTSIDE STORMWTR BASIN MAINT.	Storm Drain	586.50
Total for Payment No.:						586.50

Payment No: 021975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	THERMAL MECHANICAL INC	00506973	83425	HVAC PREVENTATIVE MAINT	Information Technology Service	583.00
Total for Payment No.:						583.00

Payment No: 702016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	MATHEW BENDER & CO., INC.	00507657	28962281	LEGAL REFERENCES BOOK	General Fund	510.12

01/14/2022	MATHEW BENDER & CO., INC.	00507657	28962281	SHIPPING & HANDLING	General Fund	72.46
Total for Payment No.:						582.58

Payment No: 702220

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	████████████████████,	00508411	727319	LEGAL SERVICES	General Fund	490.00
01/28/2022	████████████████████,	00508412	727051	LEGAL SERVICES	General Fund	90.00
Total for Payment No.:						580.00

Payment No: 701816

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CORODATA RECORDS MANAGEMENT, INC	00507124	RS3335986	OFFSITE RECORDS MGMT NOV21	General Fund	516.64
01/07/2022	CORODATA RECORDS MANAGEMENT, INC	00507192	RS4749383	OFFSITE RECORDS MGMT NOV21	General Fund	50.00
Total for Payment No.:						566.64

Payment No: 702100

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	LEXISNEXIS PO BOX 894166	00507556	3093651222	ONLINE SERVICE CHARGES DEC21	Electric Utility	560.00
Total for Payment No.:						560.00

Payment No: 702185

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	BRIGHTVIEW LANDSCAPE SERVICES, INC.	00507945	7702051	SCCC FALLEN TREE	Convention Cnt Maintenance Dis	560.00
Total for Payment No.:						560.00

Payment No: 702160

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	CA FRANCHISE TAX BOARD	00508654	01/09/22-01/22/22DY	WAGE ATTACHMENT B2202	Payroll Liability&ClearingAcct	558.79
					Total for Payment No.:	558.79

Payment No: 022093

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	MT TIRE SERVICE, LLC	00508366	18059	TIRE	Fleet Operation Fund	149.00
01/28/2022	MT TIRE SERVICE, LLC	00508366	18059	LABOR	Fleet Operation Fund	37.71
01/28/2022	MT TIRE SERVICE, LLC	00508366	18059	TIRE TAX	Fleet Operation Fund	2.64
01/28/2022	MT TIRE SERVICE, LLC	00508367	18205	TIRE SERVICES	Fleet Operation Fund	50.00
01/28/2022	MT TIRE SERVICE, LLC	00508369	18245	TIRE	Fleet Operation Fund	235.00
01/28/2022	MT TIRE SERVICE, LLC	00508369	18245	LABOR	Fleet Operation Fund	25.00
01/28/2022	MT TIRE SERVICE, LLC	00508369	18245	TIRE TAX	Fleet Operation Fund	23.19
01/28/2022	MT TIRE SERVICE, LLC	00508371	18246	TIRE SERVICES	Fleet Operation Fund	35.00
					Total for Payment No.:	557.54

Payment No: 701775

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SACHIN BAJRACHARYA	00507407	21087DEC2021	SITE VISIT FLEXGEN	Electric Utility	555.60
					Total for Payment No.:	555.60

Payment No: 022110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507804	189-1108004	PARTS-V#3349	Fleet Operation Fund	321.81
01/28/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507804	189-1108004	CA WASTE TIRE FEE-V#3349 NONTX	Fleet Operation Fund	3.82
01/28/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507805	189-1108009	PARTS-V#3329	Fleet Operation Fund	223.19
01/28/2022	THE GOODYEAR TIRE & RUBBER COMPANY	00507805	189-1108009	CA WASTE TIRE FEE-V#3329 NONTX	Fleet Operation Fund	3.82

Total for Payment No.: 552.64

Payment No: 702177

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	AMY LEE	00507991	1389214	EV CHRGR REBATE; ACT 26361-01	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702179

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ASHISH SAHOO	00507977	1358811	EV CHRGR REBATE; ACT 66980-07	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702238

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RICHARD WALKER	00507976	1362037	EV CHRGR REBATE; ACT 52148-01	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702211

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	JUDY SUH	00507975	1359774	EV CHRGR REBATE; ACCT 10856-05	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702204

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HEYANG LIU	00507974	1367785	EV CHRGR REBATE; ACT 43605-05	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702189

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CHITOKI YATO	00507973	1353760	EC CHRGR REBATE; ACT 40328-06	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	HARRY KUSUMA	00507647	1337271	EV CHRGR REBATE; ACCT 82804-02	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	HWEE LENG NG	00507147	1352401	EV CHRGR REBATE; 10485-02	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 702010

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	JENS FAENGER	00507146	1351402	EV CHRGR REBATE; 54745-04	Elec OperatingGrant Trust Fund	550.00
Total for Payment No.:						550.00

Payment No: 021969

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PITNEY BOWES	00507360	1019754043	SUPPLIES	General Fund	538.04
Total for Payment No.:						538.04

Payment No: 702192

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CPS HR CONSULTING	00507956	SOP53950	PARK FOREPERSON 13 EXAM	General Fund	528.00
				Total for Payment No.:		528.00

Payment No: 021876

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	IMPERIAL SPRINKLER SUPPLY INC	00506155	4930500-00	LENOX REPLCMNT BLADE X2	General Fund	117.01
01/07/2022	IMPERIAL SPRINKLER SUPPLY INC	00506484	4933403-00	COUPLINGS, TENSION FRAME	General Fund	297.17
01/07/2022	IMPERIAL SPRINKLER SUPPLY INC	00506706	4936128-00	SLIPFIX 11/4" SLIP	General Fund	106.30
01/07/2022	IMPERIAL SPRINKLER SUPPLY INC	00506835	4869959-01	COUPLING" GALVANIZED	General Fund	3.78
				Total for Payment No.:		524.26

Payment No: 701913

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	STERICYCLE INC	00506316	3005793685	Clean up environmental fee	Solid Waste Program	67.71
01/07/2022	STERICYCLE INC	00506316	3005793685	Rx Clean up	General Fund	451.58
				Total for Payment No.:		519.29

Payment No: 702132

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	STERICYCLE INC	00507767	3005831875	Streets	Solid Waste Program	67.71
01/21/2022	STERICYCLE INC	00507767	3005831875	PD	General Fund	451.58
				Total for Payment No.:		519.29

Payment No: 701839

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FLEETPRIDE, INC.	00506292	87513280	PARTS-STOCK	Fleet Operation Fund	513.98
				Total for Payment No.:		513.98

Payment No: 021865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GENERAL ELECTRIC INTL INC	00507485	21703414	PN# 248A4123P091 - THERMOCOUP	Electric Utility	512.67
				Total for Payment No.:		512.67

Payment No: 701771

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MARCO MERCADO	00507411	37322DEC2021	TRIP-CALPELRA CONFERENCE	General Fund	503.22
				Total for Payment No.:		503.22

Payment No: 702108

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	NAPA AUTO PARTS	00507291	5983-722036	PARTS- STOCK	Fleet Operation Fund	464.08
01/21/2022	NAPA AUTO PARTS	00507292	5983-722663	PARTS-V#2739	Fleet Operation Fund	14.84
01/21/2022	NAPA AUTO PARTS	00507294	5983-722851	PARTS-V#2967	Fleet Operation Fund	4.05
01/21/2022	NAPA AUTO PARTS	00507295	5983-722853	PARTS-V#2668	Fleet Operation Fund	37.71
01/21/2022	NAPA AUTO PARTS	00507296	5983-722981	PARTS-V#3388	Fleet Operation Fund	5.96
01/21/2022	NAPA AUTO PARTS	00507297	5983-722983	CREDIT- PART RETURNED	Fleet Operation Fund	-36.23
01/21/2022	NAPA AUTO PARTS	00507298	5983-723626	PARTS-V#3247	Fleet Operation Fund	4.04
01/21/2022	NAPA AUTO PARTS	00507299	5983-724011	PARTS-V#3518	Fleet Operation Fund	4.04
01/21/2022	NAPA AUTO PARTS	00507300	5983-724086	PARTS-V#3026	Fleet Operation Fund	4.04
				Total for Payment No.:		502.53

Payment No: 021920

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TONY JANOVICH	00505999	1006651	ARREST CONTROL DTAC INSTRUCTOR	General Fund	500.00
				Total for Payment No.:		500.00

Payment No: 702207

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HYATT REGENCY SANTA CLARA	00507873	R22-FSR-0143	HOTEL INCENT FOOD SVR;61491-2	Elec OperatingGrant Trust Fund	500.00
Total for Payment No.:						500.00

Payment No: 702072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CENTRAL COLO, LLC	00507548	CB1050 - C14655	FIBER PATHWAY INNERDUCTS FEB22	Electric Utility	500.00
Total for Payment No.:						500.00

Payment No: 022037

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507694	3889347290-2 DEC2021	ELE SV GRIZ MICROWAV NOV21	Electric Utility	256.25
01/21/2022	PG&E	00507694	3889347290-2 DEC2021	ELE SV GRIZ MICROWAV DEC21	Electric Utility	243.00
Total for Payment No.:						499.25

Payment No: 022026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MT TIRE SERVICE, LLC	00508120	18180	TIRE SERVICES	Fleet Operation Fund	35.00
01/21/2022	MT TIRE SERVICE, LLC	00508121	18157	TPMS SENSOR	Fleet Operation Fund	305.55
01/21/2022	MT TIRE SERVICE, LLC	00508121	18157	TPMS SENSOR LABOR	Fleet Operation Fund	60.00
01/21/2022	MT TIRE SERVICE, LLC	00508122	18109	TIRE SERVICES	Fleet Operation Fund	30.00
01/21/2022	MT TIRE SERVICE, LLC	00508124	18108	TIRE SERVICES	Fleet Operation Fund	30.00
01/21/2022	MT TIRE SERVICE, LLC	00508125	18103	TIRE SERVICES	Fleet Operation Fund	30.00
Total for Payment No.:						490.55

Payment No: 022042

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	R & R INDUSTRIES INC	00508143	611470	VEST, SURVEYOR SAFETY, X-LARGE	Water Utility	126.16
01/21/2022	R & R INDUSTRIES INC	00508143	611470	VEST, SURVEYOR SAFETY, XX-LARG	Water Utility	126.16
01/21/2022	R & R INDUSTRIES INC	00508143	611470	VEST, SURVEYOR SAFETY, XXX-LAR	Water Utility	63.08
01/21/2022	R & R INDUSTRIES INC	00508143	611470	VEST, SURVEYOR SAFETY, LARGE S	Water Utility	168.18
				Total for Payment No.:		483.58

Payment No: 021869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GREEN HALO SYSTEMS	00507293	3392	WASTETRACKING.COM MONTHLY FEES	Solid Waste Program	483.00
				Total for Payment No.:		483.00

Payment No: 022085

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GREEN HALO SYSTEMS	00508475	3433	WASTETRACKING.COM MONTHLY FEES	Solid Waste Program	483.00
				Total for Payment No.:		483.00

Payment No: 022003

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	EBSCO INFORMATION SERVICES	00507312	0533763	1235 AD PR	General Fund	479.54
				Total for Payment No.:		479.54

Payment No: 021932

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AIRGAS USA, LLC	00507097	9120581546	OXYGEN INDUSTRIAL 20 CGA	Electric Utility	46.98
01/14/2022	AIRGAS USA, LLC	00507097	9120581546	DELIVERY FLAT FEE	Electric Utility	78.02
01/14/2022	AIRGAS USA, LLC	00507097	9120581546	FUEL SURCHARGE FLAT	Electric Utility	13.86

01/14/2022	AIRGAS USA, LLC	00507097	9120581546	AIRGAS HAZMAT CHARGE	Electric Utility	7.55
01/14/2022	AIRGAS USA, LLC	00507100	9120678187	NITROGEN IND LIQ 230LT 230PSI	Electric Utility	164.48
01/14/2022	AIRGAS USA, LLC	00507100	9120678187	DELIVERY FLAT FEE	Electric Utility	78.02
01/14/2022	AIRGAS USA, LLC	00507100	9120678187	FUEL SURCHARGE FLAT	Electric Utility	13.86
01/14/2022	AIRGAS USA, LLC	00507100	9120678187	AIRGAS HAZMAT CHARGE	Electric Utility	15.55
01/14/2022	AIRGAS USA, LLC	00507101	9120772283	ACETYLENE IND MC CGA 200	Electric Utility	50.03
01/14/2022	AIRGAS USA, LLC	00507101	9120772283	AIRGAS HAZMAT CHARGE	Electric Utility	8.00
				Total for Payment No.:		476.35

Payment No: 701990

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DESMOND KAN	00506986	1328439	EV CHRGR REBATE; 49039-13	Elec OperatingGrant Trust Fund	474.00
				Total for Payment No.:		474.00

Payment No: 022038

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507695	5918427025-0 DEC2021	ELEC SVC BLACK BUTTE HYD DEC21	Electric Utility	472.98
				Total for Payment No.:		472.98

Payment No: 702143

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	UNIQUE TOWING	00507405	00192570	Tow vehicle to PD	General Fund	235.92
01/21/2022	UNIQUE TOWING	00507406	00192558	Tow vehicle to PD	General Fund	235.92
				Total for Payment No.:		471.84

Payment No: 003060

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/26/2022	NAVIA BENEFIT SOLUTIONS, INC	00508943	35989FEB2022	DD:NAVIA COMMUTER FEB	Payroll	464.80

Total for Payment No.: 464.80

Payment No: 701792

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ALL STAR GLASS	00506837	ISJ077341	PARTS-V#3154 WO#132093	Fleet Operation Fund	260.85
01/07/2022	ALL STAR GLASS	00506837	ISJ077341	LABOR-V#3154 WO#132093	Fleet Operation Fund	201.50
Total for Payment No.:						462.35

Payment No: 022112

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TIFCO INDUSTRIES	00507858	71715913	PARTS- SHOP USE	Fleet Operation Fund	452.66
Total for Payment No.:						452.66

Payment No: 701953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	KSENIA BAWDEN	00507839	29986JAN2022	COMPANY OFFICER 2E: TRAINING	General Fund	450.00
Total for Payment No.:						450.00

Payment No: 702215

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LARRY SCOFIELD	00507997	37526JAN2022	Electric Permit BLD21-63696	Building New Dvlpmnt Srcv Fee	448.58
Total for Payment No.:						448.58

Payment No: 701770

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KSENIA BAWDEN	00507339	29986DEC2021	COMPANY OFFICER 2C IN-SERVICE	General Fund	440.00

Total for Payment No.: 440.00

Payment No: 701769

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	JULIE RODRIGUEZ	00507028	32404DEC2021	CWEA / CSM G2 CLASS & CSM FEE	Water Utility	437.00
Total for Payment No.:						437.00

Payment No: 021977

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	TRAYER ENGINEERING CORP	00507025	0000027800	FREIGHT	Electric Utility	428.95
Total for Payment No.:						428.95

Payment No: 702245

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SHAWN JERNIGAN	00507927	37527JAN2022A	Electric Permit BLD21-63698	Building New Dvlpmnt Srcv Fee	209.00
01/28/2022	SHAWN JERNIGAN	00507930	37527JAN2022B	Electric Permit BLD21-63699	Building New Dvlpmnt Srcv Fee	209.00
Total for Payment No.:						418.00

Payment No: 702050

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	JOHN N HSUEH-MARTIN JR	00507285	1714DEC2021	FY21-22 TOOL REIMBURSEMENT #1	Fleet Operation Fund	236.16
01/21/2022	JOHN N HSUEH-MARTIN JR	00507286	1714DEC2021-2	ASE REIMBURSEMENT- DEC 2021	Fleet Operation Fund	175.04
Total for Payment No.:						411.20

Payment No: 021985

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ALMADEN PRESS INC	00507613	152301	Correctio Notices - Qty. 1000	General Fund	409.22

Total for Payment No.: 409.22

Payment No: 701951

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	JONATHAN VEACH	00507009	29218DEC2021	JVEACH REIMBURSE DROPBOX 9MO	General Fund	405.00
Total for Payment No.:						405.00

Payment No: 021923

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	VANTAGE DATA CENTERS 6, LLC	00506633	000095	CARRIER ACCESS JAN22 2897 NORT	Electric Utility	400.00
Total for Payment No.:						400.00

Payment No: 022056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	VANTAGE DATA CENTERS 7, LLC	00507563	000122	CARRIER ACCESS JAN22 737MATHEW	Electric Utility	400.00
Total for Payment No.:						400.00

Payment No: 701954

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	METLIFE INDIVIDUAL LONG TERM	00507911	19647956JAN2022	BIWEEKLY PR METLIFE LONG TERM	Payroll Liability&ClearingAcct	395.75
Total for Payment No.:						395.75

Payment No: 022057

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	WILLIAMS SCOTSMAN INC	00507569	9012636000	PERSONAL PROPERTY EXP JAN2022	Street Lighting	12.08
01/21/2022	WILLIAMS SCOTSMAN INC	00507569	9012636000	40X8 CONTAINER RENT JAN2022	Street Lighting	302.01

01/21/2022	WILLIAMS SCOTSMAN INC	00507569	9012636000	INTEREST CHARGE	Street Lighting	5.08
01/21/2022	WILLIAMS SCOTSMAN INC	00507569	9012636000	LOCK RENTAL OCT21	Street Lighting	24.55
01/21/2022	WILLIAMS SCOTSMAN INC	00507569	9012636000	LATE FEE	Street Lighting	35.00
				Total for Payment No.:		378.72

Payment No: 022032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PENINSULA BUILDING MATERIALS	00507683	108249	CONCRETE MIX, CAULKING	General Fund	235.87
01/21/2022	PENINSULA BUILDING MATERIALS	00507684	108275	YELLOW CRAYONS, GLOVES	General Fund	129.09
				Total for Payment No.:		364.96

Payment No: 701851

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HOYA OPTICAL LABS OF AMERICA, INC.	00506724	02845495	SAFETY CLEAR - J. GRACIANO	General Fund	148.04
01/07/2022	HOYA OPTICAL LABS OF AMERICA, INC.	00506724	02845495	DISPENSING FEE	General Fund	28.00
01/07/2022	HOYA OPTICAL LABS OF AMERICA, INC.	00506725	02845496	SAFETY TINT - J. GRACIANO	General Fund	151.86
01/07/2022	HOYA OPTICAL LABS OF AMERICA, INC.	00506725	02845496	DISPENSING FEE	General Fund	28.00
				Total for Payment No.:		355.90

Payment No: 702219

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	LN CURTIS & SONS	00507926	INV558876	1 PAIR OF WILDLAND BOOTS	Fire Department	354.77
				Total for Payment No.:		354.77

Payment No: 701795

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AT&T CALNET	00506420	0016369543A	PYMT CORRECTION 4/25/21 INVOIC	Information Technology	173.67

					Service	
01/07/2022	AT&T CALNET	00506425	0017361178	PYMT CORRECTION 5/20/21 INVOIC	Information Technology Service	33.47
01/07/2022	AT&T CALNET	00506430	0017375488A	PYMT CORRECTION 7/25/19 INVOIC	Information Technology Service	34.43
01/07/2022	AT&T CALNET	00506439	000017413423	0231 - IT MISC LANDLINE CHGS	Information Technology Service	112.34
				Total for Payment No.:		353.91

Payment No: 022034

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507691	2937321050-8 JAN2022	COGEN GAS HEATERS DEC21	Electric Utility	347.50
				Total for Payment No.:		347.50

Payment No: 701812

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CONCENTRA MEDICAL CENTERS	00506852	73777678	REG & AN PRE EMPLOY PHYSICAL	General Fund	215.00
01/07/2022	CONCENTRA MEDICAL CENTERS	00506852	73777678	STREET MAINTENANCE	General Fund	45.00
01/07/2022	CONCENTRA MEDICAL CENTERS	00506852	73777678	WATER SEWER MAINTENANCE	Sewer Utility	85.00
				Total for Payment No.:		345.00

Payment No: 701831

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	EAGLE SIGNS AND DESIGNS LLC	00506428	1547	trfc signage Levi's Stadium	General Fund	65.63
01/07/2022	EAGLE SIGNS AND DESIGNS LLC	00506429	1910	trfc signage Levi's Stadium	General Fund	278.27
				Total for Payment No.:		343.90

Payment No: 701791

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AIR COOLED ENGINES	00506272	85243	PARTS-V#3530	Fleet Operation Fund	276.30

01/07/2022	AIR COOLED ENGINES	00506273	85244	PARTS-V#3550	Fleet Operation Fund	66.26
				Total for Payment No.:		342.56

Payment No: 701777

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SCOTT SAVAGE	00507416	30391DEC2021	SCREEN PRINTING	General Fund	339.34
				Total for Payment No.:		339.34

Payment No: 003048

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/10/2022	REPLACEMENT BENEFIT FUND	00507741	100000016664178	REPLACEMENT BENEFIT CHG #5711	General Fund	337.23
				Total for Payment No.:		337.23

Payment No: 702076

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	D&M TRAFFIC SERVICES	00508175	82657	PAINT, MARKING, BLUE. AERVOE #	Water Utility	333.92
				Total for Payment No.:		333.92

Payment No: 701896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	REGENTS OF THE UNIV OF CALIF	00507353	11045914	LEGAL REFERENCES-12/16/21	General Fund	331.71
				Total for Payment No.:		331.71

Payment No: 021893

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NALCO CO	00506187	6670178898	MO.SRV FEE COGEN DEC21	Electric Utility	331.61
				Total for Payment No.:		331.61

Payment No: 022094

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NALCO CO	00507929	6670192894	MO.SRV FEE COGEN JAN22	Electric Utility	331.61
				Total for Payment No.:		331.61

Payment No: 701787

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ACCEL AIR SYSTEMS, INC.	00507376	14256	BLANKET PO FOR HVAC SERVICES A	Electric Utility	325.00
				Total for Payment No.:		325.00

Payment No: 701891

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PETERSON TRACTOR CO	00506306	PC001765508	PARTS-SHOP USE	Fleet Operation Fund	35.08
01/07/2022	PETERSON TRACTOR CO	00506307	PC001765509	PARTS-V#3293	Fleet Operation Fund	287.81
				Total for Payment No.:		322.89

Payment No: 702252

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SWRCB	00507998	WD-0197789	SC WSTSDE STORM RET- 7/21-6/22	Storm Drain	322.00
				Total for Payment No.:		322.00

Payment No: 701979

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	BAY HAULING LLC	00507630	4557	AS-NEEDED JUNK REMOVAL AND POR	Electric Utility	320.00
				Total for Payment No.:		320.00

Payment No: 021949

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GARDENLAND POWER EQUIPMENT	00507159	903917	COUPLING SLEEVE, BLOWER, GLOVE	General Fund	319.05
				Total for Payment No.:		319.05

Payment No: 701774

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PHIL ORR	00507412	9007JAN2022	CEMETERY REIMBURSEMENTS	Cemetery	13.20
01/07/2022	PHIL ORR	00507412	9007JAN2022	CEMETERY REIMBURSEMENTS	Cemetery	303.58
				Total for Payment No.:		316.78

Payment No: 021873

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	HI-TECH EMERGENCY VEHICLE SERVICE INC	00506295	171933	PARTS-STOCK	Fleet Operation Fund	55.46
01/07/2022	HI-TECH EMERGENCY VEHICLE SERVICE INC	00506296	171942	PARTS-V#3435	Fleet Operation Fund	157.29
01/07/2022	HI-TECH EMERGENCY VEHICLE SERVICE INC	00506443	171971	PARTS-V#3218	Fleet Operation Fund	39.88
01/07/2022	HI-TECH EMERGENCY VEHICLE SERVICE INC	00506857	172018	PARTS-STOCK	Fleet Operation Fund	61.66
				Total for Payment No.:		314.29

Payment No: 021944

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FARWEST LINE SPECIALTIES LLC	00507033	347774	SHIPPING	Electric Utility	14.31
01/14/2022	FARWEST LINE SPECIALTIES LLC	00507033	347774	ONE MAN BUCKET COVER 2711	Electric Utility	85.80
01/14/2022	FARWEST LINE SPECIALTIES LLC	00507260	348212	KLEIN FOLDING KNIFE	Electric Utility	172.69
01/14/2022	FARWEST LINE SPECIALTIES LLC	00507260	348212	PENTAHEAD SOCKET	Electric Utility	36.68
				Total for Payment No.:		309.48

Payment No: 702124

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RR DONNELLEY	00507623	793029830	2021 1099 FORMS	General Fund	307.45
Total for Payment No.:						307.45

Payment No: 702264

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507771	9896584556	WATER SEWER WIRELESS	Water Utility	120.88
01/28/2022	VERIZON WIRELESS	00507771	9896584556	WATER SEWER WIRELESS	Water Recycling Program	60.44
01/28/2022	VERIZON WIRELESS	00507771	9896584556	WATER SEWER WIRELESS	Sewer Utility	120.88
Total for Payment No.:						302.20

Payment No: 702265

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507775	9894343942	WATER SEWER WIRELESS	Water Utility	120.66
01/28/2022	VERIZON WIRELESS	00507775	9894343942	WATER SEWER WIRELESS	Water Recycling Program	60.34
01/28/2022	VERIZON WIRELESS	00507775	9894343942	WATER SEWER WIRELESS	Sewer Utility	120.66
Total for Payment No.:						301.66

Payment No: 701935

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	VIZERGY	00507272	SIN055215	WEBSITE HOSTING DOWN PAYMENT	Deposit Funds.	300.00
Total for Payment No.:						300.00

Payment No: 702104

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MASUD SYED	00506611	1311410	EBIKE REBATE; ACCT# 66508-04	Electric Utility	294.90

Total for Payment No.: 294.90

Payment No: 702096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	KAREN MURPHY LANSING	00507445	SCFD-16	BEH HEATH COUNSELING FF-12 #10	General Fund	290.00

Total for Payment No.: 290.00

Payment No: 021856

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	COAST COUNTIES TRUCK	00506440	01144518P	PARTS-V#3344	Fleet Operation Fund	289.56

Total for Payment No.: 289.56

Payment No: 702114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PINE CONE LUMBER CO	00507498	130445	PRESSURE TRTD FOHHC, CONCRETE	General Fund	286.72
01/21/2022	PINE CONE LUMBER CO	00507498	130445	CA LPA TAX	General Fund	2.59

Total for Payment No.: 289.31

Payment No: 021845

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BELL ELECTRICAL SUPPLY	00506112	5689276	SUPPLIES	General Fund	283.57

Total for Payment No.: 283.57

Payment No: 701764

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FRANK L DESOUSA	00503533	854OCT2021	FY21-22 TOOL REIMBURSEMENT #1	Fleet Operation Fund	282.01

Total for Payment No.: 282.01

Payment No: 702123

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RR DONNELLEY	00507622	184244011	2021 1095C FORMS	General Fund	279.88
Total for Payment No.:						279.88

Payment No: 702261

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507764	9895785280	METER READERS WIRELESS SVC	General Fund	277.83
Total for Payment No.:						277.83

Payment No: 021864

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GALE/CENGAGE LEARNING	00506126	76260460	1241 AD BK	General Fund	54.82
01/07/2022	GALE/CENGAGE LEARNING	00506127	76261893	1241 AD BK	General Fund	85.08
01/07/2022	GALE/CENGAGE LEARNING	00506508	76259066	1241 AD BK	General Fund	137.45
Total for Payment No.:						277.35

Payment No: 701908

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SHREDLOGIX INC	00507109	0012509	SHREDDING SERVICES: 2/1/2021-1	General Fund	270.00
Total for Payment No.:						270.00

Payment No: 021867

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GRAINGER-SAN JOSE	00506139	9139116660	TOOLS-STREET SWEEPING	Solid Waste Program	49.62
01/07/2022	GRAINGER-SAN JOSE	00506294	9136932341	PARTS-SHOP USE	Fleet Operation Fund	63.06
01/07/2022	GRAINGER-SAN JOSE	00506587	9143175041	SUPPLIES-STREET MAINTENANCE	General Fund	89.17
01/07/2022	GRAINGER-SAN JOSE	00506855	9152825387	PARTS-STOCK	Fleet Operation Fund	48.73
01/07/2022	GRAINGER-SAN JOSE	00506856	9153661849	PARTS-SHOP USE	Fleet Operation Fund	19.21

Total for Payment No.: 269.79

Payment No: 701766

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	GRANT SAKAKIHARA	00507410	32129DEC2021	TRAINING-CALPELRA CONFERENCE	General Fund	258.18
Total for Payment No.:						258.18

Payment No: 701892

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PRAXAIR SERVICES INC	00506308	66310446	PARTS-SHOP USE	Fleet Operation Fund	256.68
Total for Payment No.:						256.68

Payment No: 701928

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TURF STAR INC	00506639	7205571-00	PARTS-STOCK	Fleet Operation Fund	254.40
Total for Payment No.:						254.40

Payment No: 701904

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SARAH SMITH	00506615	1288193	EBIKE REBATE; #26839-02	Electric Utility	250.00
Total for Payment No.:						250.00

Payment No: 022006

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FERGUSON ENTERPRISES INC	00508168	1665702	GREASE, CUTTING, MUELLER #8836	Water Utility	249.35
Total for Payment No.:						249.35

Payment No: 701921

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	TAPS TERMITE & PEST SPECIALIST	00506641	52173-1	TERMITE INSPECTION - SHAH	H.U.D Capital Projects	249.00
Total for Payment No.:						249.00

Payment No: 701870

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MATTHEWS INTERNATIONAL CORP	00505763	95714158	PLASTICE VASE CANISTERS	Cemetery	663.35
01/07/2022	MATTHEWS INTERNATIONAL CORP	00505766	95841071	RETURNED PLASTIC VASE CANISTER	Cemetery	-501.85
01/07/2022	MATTHEWS INTERNATIONAL CORP	00505768	96090470	RETURNED PLASTIC VASE CANISTER	Cemetery	-161.51
01/07/2022	MATTHEWS INTERNATIONAL CORP	00506593	96058014	BRONZE PLAQUE - CUDE	Cemetery	248.32
Total for Payment No.:						248.31

Payment No: 702205

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	HOME DEPOT USA	00508002	662783034	RENOWN LNR	Electric Utility	26.42
01/28/2022	HOME DEPOT USA	00508002	662783034	SCOTT MULTI-FOLD TOWEL 1PLY	Electric Utility	59.32
01/28/2022	HOME DEPOT USA	00508002	662783034	RENOWN KITCHEN TWL 3PLY	Electric Utility	60.59
01/28/2022	HOME DEPOT USA	00508002	662783034	RENOWN LNR 43X47 1.5MIL BLK	Electric Utility	33.74
01/28/2022	HOME DEPOT USA	00508002	662783034	STANDARD BATH TISSUE 2PLY	Electric Utility	65.17
Total for Payment No.:						245.24

Payment No: 021855

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CLUB CARE INC	00506124	110743	FITNESS PARTS	Parks And Recreation	237.89
Total for Payment No.:						237.89

Payment No: 022116

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	WAXIE SANITARY SUPPLY	00507859	80564809	1957 Clean and Soft White	General Fund	237.07
				Total for Payment No.:		237.07

Payment No: 702054

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CA DEPT OF TOXIC SUBSTANCE CNTRL	00507474	21SM0256	SC POLICE STATION JUL-SEP2021	Public Buildings	236.42
				Total for Payment No.:		236.42

Payment No: 701982

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CA DEPT OF TOXIC SUBSTANCE CNTRL	00507845	21SM0603	CHANGE ORDER #1 ADD FUNDS FOR	Parks And Recreation	236.42
				Total for Payment No.:		236.42

Payment No: 022071

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CINTAS CORP #630	00507946	4101786435	UNIFORMS	General Fund	90.22
01/28/2022	CINTAS CORP #630	00507947	4107190537	UNIFORMS	General Fund	80.44
01/28/2022	CINTAS CORP #630	00507948	4106812990	UNIFORMS	General Fund	64.71
				Total for Payment No.:		235.37

Payment No: 702263

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507768	9895792738	FIRE EMS WIRELESS	General Fund	230.46
				Total for Payment No.:		230.46

Payment No: 701794

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AMAN CHADHA	00506618	1283872	EBIKE REBATE; 53494-04	Electric Utility	230.00
				Total for Payment No.:		230.00

Payment No: 701776

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SANTA CLARA CO CLERK-RECORDER	00506619	2432DEC2021	2022 QUARTERLY RECORDMAPS	General Fund	228.00
				Total for Payment No.:		228.00

Payment No: 702246

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SHREDLOGIX INC	00508414	0012819	SHREDDING SERVICES: 2/1/2021-1	General Fund	225.00
				Total for Payment No.:		225.00

Payment No: 702235

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RDO EQUIPMENT CO	00507849	P1224074	PARTS-V#3097	Fleet Operation Fund	222.64
				Total for Payment No.:		222.64

Payment No: 702228

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	OIL CHANGER	00507835	NOV 21 CAR WASH	NOV 21 CAR WASHES	Fleet Operation Fund	222.00
				Total for Payment No.:		222.00

Payment No: 022079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	FERGUSON ENTERPRISES INC	00508401	1683366	BLUE LUBE QUART TUB	Water Utility	216.14
				Total for Payment No.:		216.14

Payment No: 021836

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	AIRGAS USA, LLC	00505976	9119924506	MEDICAL OXYGEN - ST 6	General Fund	128.78
01/07/2022	AIRGAS USA, LLC	00505983	9120023168	MEDICAL OXYGEN - ST 3	General Fund	84.12
Total for Payment No.:						212.90

Payment No: 701772

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MINH TRANG TO	00507414	37321DEC2021	TRIP-CALPELRA CONFERENCE	General Fund	211.10
Total for Payment No.:						211.10

Payment No: 702150

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CAL PERS LONG TERM CARE PROGRAM	00508627	14247919	BIWEEKLY PR CALPERS LT B2202	Payroll Liability&ClearingAcct	209.77
Total for Payment No.:						209.77

Payment No: 701946

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CAL PERS LONG TERM CARE PROGRAM	00507909	14239682	BIWEEKLY PR CALPERS LT B2201	Payroll Liability&ClearingAcct	209.77
Total for Payment No.:						209.77

Payment No: 021987

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	AMERICAN BEVERAGE EQUIPMENT	00508115	54456	RENTAL	Electric Utility	200.00
Total for Payment No.:						200.00

Payment No: 702047

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	AJMAL PUYEHGAR	00507472	35982DEC2021	2021 BOOT RMBRSMNT-UNIT 4	General Fund	200.00
				Total for Payment No.:		200.00

Payment No: 701806

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CAREERS IN GOVERNMENT	00506723	11-12418	UPGRADE - PLANS EXAMINER	Building New Dvlpmnt Srcv Fee	100.00
01/07/2022	CAREERS IN GOVERNMENT	00506723	11-12418	UPGRADE - SR. PLANS EXAMINER	Building New Dvlpmnt Srcv Fee	100.00
				Total for Payment No.:		200.00

Payment No: 701975

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	AT&T CALNET	00507032	000017505616	BN9391023689 11/20/21-12/19/21	Electric Utility	199.52
				Total for Payment No.:		199.52

Payment No: 701779

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SON XUAN LE	00506468	28770DEC2021	2021 SAFTY BOOT/CLOTH REIMB	Electric Utility	197.53
				Total for Payment No.:		197.53

Payment No: 022106

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	SUDHANSHU JAIN	00508362	26499JAN2022	NCPA AND COMMISSION MTG	Electric Utility	197.52
				Total for Payment No.:		197.52

Payment No: 022068

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	BAKER & TAYLOR BOOKS	00507980	2036325714	1233 AD BK	General Fund	36.87
01/28/2022	BAKER & TAYLOR BOOKS	00507981	2036325715	1235 AD BK	General Fund	158.93
Total for Payment No.:						195.80

Payment No: 021996

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CAVENDISH SQUARE PUBLISHING LLC	00507431	CAL334892I	1231 JUV BK	General Fund	194.25
Total for Payment No.:						194.25

Payment No: 702148

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ZANKER LANDSCAPE MATERIALS	00507679	6979	SCREENED SOIL BOWERS	General Fund	192.50
Total for Payment No.:						192.50

Payment No: 022028

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	NALCO CO	00507689	6600927292	SOLUTION, TRACE HARDNESS	Electric Utility	78.57
01/21/2022	NALCO CO	00507689	6600927292	FREIGHT/OTHER	Electric Utility	28.71
01/21/2022	NALCO CO	00507689	6600927292	SOLUTION, HARDNESS INDICATOR	Electric Utility	85.12
Total for Payment No.:						192.40

Payment No: 021842

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BAKER & TAYLOR BOOKS	00506434	2036290550	1233 AD BK	General Fund	173.09
01/07/2022	BAKER & TAYLOR BOOKS	00506436	2036290551	1235 AD BK	General Fund	16.90
Total for Payment No.:						189.99

Payment No: 701804

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BRINK'S INCORPORATED	00506352	11777001	ARMORED COURIER SERVICE	General Fund	189.28
				Total for Payment No.:		189.28

Payment No: 702221

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	MISSION VALLEY FORD TRUCK	00507825	760991	PARTS-V#3017	Fleet Operation Fund	188.15
				Total for Payment No.:		188.15

Payment No: 022072

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	COAST COUNTIES TRUCK	00507666	01146404P	PARTS-STOCK	Fleet Operation Fund	141.62
01/28/2022	COAST COUNTIES TRUCK	00507788	01146522P	PARTS-STOCK	Fleet Operation Fund	39.94
				Total for Payment No.:		181.56

Payment No: 701877

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MUNICIPAL MAINTENANCE EQUIPMNT	00506451	0165884-IN	PARTS-V#3224	Fleet Operation Fund	70.72
01/07/2022	MUNICIPAL MAINTENANCE EQUIPMNT	00506862	0165910-IN	PARTS-STOCK	Fleet Operation Fund	109.94
				Total for Payment No.:		180.66

Payment No: 702056

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	FERMA CORP	00508000	15906JAN2022	REFUND-OVRPMNT 3RD AUDIT	General Fund	179.01
				Total for Payment No.:		179.01

Payment No: 702032

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SUNNYVALE FORD	00507117	198956	PARTS-V#3214	Fleet Operation Fund	178.57
				Total for Payment No.:		178.57

Payment No: 702055

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CA DEPT OF TOXIC SUBSTANCE CNTRL	00507476	21SM0274	SC GATEWAY JUL-SEP2021	Public Buildings	177.35
				Total for Payment No.:		177.35

Payment No: 701822

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	D&M TRAFFIC SERVICES	00506705	82703	STENCIL CHARGE 3" LETTERS	General Fund	177.33
				Total for Payment No.:		177.33

Payment No: 701997

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	FAST UNDERCAR SANTA CLARA	00507111	366882	PARTS-V#2739	Fleet Operation Fund	58.13
01/14/2022	FAST UNDERCAR SANTA CLARA	00507112	367153	PARTS-V#2967	Fleet Operation Fund	117.92
01/14/2022	FAST UNDERCAR SANTA CLARA	00507112	367153	CA BATTERY FEE- V#2967 NONTXB	Fleet Operation Fund	1.00
				Total for Payment No.:		177.05

Payment No: 702178

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ARAMARK UNIFORM SERVICES	00508378	511000144729	CLEANING SVC / SHOP TOWELS / F	Electric Utility	176.50
				Total for Payment No.:		176.50

Payment No: 702051

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	PAULO PINHEIRO	00507303	3409DEC2021	ASE REIMBURSEMENTS- DEC 21	Fleet Operation Fund	175.00
				Total for Payment No.:		175.00

Payment No: 701767

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	JAMES SITLER	00507413	18438DEC2021	MOTOR SAFETY AND DARK GLASSES	General Fund	173.91
				Total for Payment No.:		173.91

Payment No: 702079

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	DUNN-EDWARDS CORP	00507492	2011178372	PLASTIC BUCKET, GALCAN, ROLLER	General Fund	49.91
01/21/2022	DUNN-EDWARDS CORP	00507681	2011178474	WALL STRIPPER, GALON CAN, BRUS	General Fund	119.02
				Total for Payment No.:		168.93

Payment No: 701786

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ARPIT SHAH	00506271	37401DEC2021	Electric Permit BLD21-63632	Building New Dvlpmnt Svc Fee	167.20
				Total for Payment No.:		167.20

Payment No: 021906

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506629	8733459618-3 DEC2021	GAS SVC 3025 RAYMOND NOV2021	Electric Utility	166.19
				Total for Payment No.:		166.19

Payment No: 701848

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/07/2022	HELENE ROTHSCHILD	00505890	FD 100-1A	BEH HEALTH COUNSELING FD100-1	General Fund	165.00
Total for Payment No.:						165.00

Payment No: 701863

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KINGSLEY D D CHEN	00506585	1279849	EBIKE REBATE; ACCT 23979-03	Electric Utility	159.90
Total for Payment No.:						159.90

Payment No: 702225

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	NAPA AUTO PARTS	00507827	5983-724693	PARTS-V#3143	Fleet Operation Fund	35.66
01/28/2022	NAPA AUTO PARTS	00507828	5983-724760	PARTS-STOCK	Fleet Operation Fund	24.27
01/28/2022	NAPA AUTO PARTS	00507829	5983-724840	CREDIT- PARTS RETURNED	Fleet Operation Fund	-119.36
01/28/2022	NAPA AUTO PARTS	00507830	5983-724607	PARTS-V#3369	Fleet Operation Fund	8.61
01/28/2022	NAPA AUTO PARTS	00507832	5983-724883	PARTS-STOCK	Fleet Operation Fund	166.36
01/28/2022	NAPA AUTO PARTS	00507833	5983-725016	PARTS-V#3097	Fleet Operation Fund	18.25
01/28/2022	NAPA AUTO PARTS	00507834	5983-725244	PARTS-STOCK	Fleet Operation Fund	21.61
Total for Payment No.:						155.40

Payment No: 701881

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	NI GOVERNMENT SERVICES	00505881	21113168271	SUBSCRIPTION SERVICES	General Fund	77.37
01/07/2022	NI GOVERNMENT SERVICES	00507200	21112908551	SATELLITE RADIO MONTHLY FEE	General Fund	77.37
Total for Payment No.:						154.74

Payment No: 702159

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CA FRANCHISE TAX BOARD	00508653	01/09/22-01/22/22JO	WAGE ATTACHMENT B2202	Payroll Liability&ClearingAcct	150.00

Total for Payment No.: 150.00

Payment No: 702158

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CA FRANCHISE TAX BOARD	00508652	01/09/22-01/22/22CB	WAGE ATTACHMENT B2202	Payroll Liability&ClearingAcct	150.00
Total for Payment No.:						150.00

Payment No: 701959

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CA FRANCHISE TAX BOARD	00507918	12/26/21-01/08/22JO	WAGE ATTACHMENT B2201	Payroll Liability&ClearingAcct	150.00
Total for Payment No.:						150.00

Payment No: 701958

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CA FRANCHISE TAX BOARD	00507917	12/26/21-01/08/22CB	WAGE ATTACHMENT B2201	Payroll Liability&ClearingAcct	150.00
Total for Payment No.:						150.00

Payment No: 701825

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DENCO SALES CO	00506136	8781531-00	SUPPLIES-STREETS MAINT	General Fund	147.32
Total for Payment No.:						147.32

Payment No: 701914

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	STRATUS VIDEO, LLC	00502236	SIN318619	LANGUAGE INTERPRETER SERVICES	General Fund	144.55
Total for Payment No.:						144.55

Payment No: 021899

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506073	5918427025-0 NOV2021	ELEC SVC BLACK BUTTE HYD NOV21	Electric Utility	140.82
				Total for Payment No.:		140.82

Payment No: 021953

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GRAINGER-SAN JOSE	00507158	9129038296	STEP CONE DRILL	Electric Utility	140.60
				Total for Payment No.:		140.60

Payment No: 702075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	CRIME SCENE CLEANERS INC	00506905	80286	DISINFECT VEHICLE #3535	General Fund	70.00
01/21/2022	CRIME SCENE CLEANERS INC	00507403	83571	Disinfect PD Vehicle #3474	General Fund	70.00
				Total for Payment No.:		140.00

Payment No: 021925

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	WESTERN STATES OIL CO	00506310	459848	UNLDED- PD MOTORCYCLS	Fleet Operation Fund	138.09
				Total for Payment No.:		138.09

Payment No: 701931

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	UNITED PARCEL SERVICE	00507113	00009882E5491A	WATER	Water Utility	39.24
01/07/2022	UNITED PARCEL SERVICE	00507113	00009882E5491A	LIBRARY	General Fund	10.43
01/07/2022	UNITED PARCEL SERVICE	00507398	00009882E5501A	WATER & SEWER	Water Utility	61.91
01/07/2022	UNITED PARCEL SERVICE	00507398	00009882E5501A	ELECTRIC	Electric Utility	22.37
				Total for Payment No.:		133.95

Payment No: 021902

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506433	2937321050-8 DEC2021	COGEN GAS HEATERS NOV21	Electric Utility	131.81
				Total for Payment No.:		131.81

Payment No: 701784

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	YINCHENG ZHAO	00507048	76382-03 Utility Refund	UTILITY REFUND	General Fund	131.62
				Total for Payment No.:		131.62

Payment No: 701781

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	THOMAS GRATNY	00507415	1190DEC2022	HEATED MOTOR GLOVES	General Fund	120.16
				Total for Payment No.:		120.16

Payment No: 022075

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	EFFICIENCY SERVICES GROUP, LLC	00507783	3240	ADMIN/PROGRAM SUPP SRV DEC21	Electric Utility	60.00
01/28/2022	EFFICIENCY SERVICES GROUP, LLC	00507783	3240	ADMIN/PROGRAM SUPP SRV DEC21	Elec OperatingGrant Trust Fund	60.00
				Total for Payment No.:		120.00

Payment No: 701950

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	GREGORY LATZ	00507750	32166NOV2021	REIMBURSEMENT FOR RAINGEAR	General Fund	120.00
				Total for Payment No.:		120.00

Payment No: 701952

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	JOSE RUBIN ORTIZ	00507749	33840DEC2021	REIMBURSEMENT FOR SHOES	General Fund	120.00
				Total for Payment No.:		120.00

Payment No: 701869

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LUPE LIMA	00506914	36784	FORD CROWN VIC #3532	General Fund	117.96
				Total for Payment No.:		117.96

Payment No: 701911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SPRAYTEC	00506309	17276	PARTS-V#3274	Fleet Operation Fund	117.53
				Total for Payment No.:		117.53

Payment No: 701865

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	KONE INC	00506602	1158252722	TASMAN	General Fund	117.29
				Total for Payment No.:		117.29

Payment No: 702259

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	VERIZON WIRELESS	00507762	9895776572	CDD-BLDG WIRELESS	Building New Dvlpmnt Srcv Fee	38.01
01/28/2022	VERIZON WIRELESS	00507762	9895776572	CMO WIRELESS	General Fund	76.02
01/28/2022	VERIZON WIRELESS	00507762	9895776572	IT DEPT WIRELESS	Information Technology Service	0.34
				Total for Payment No.:		114.37

Payment No: 701813

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CONSOLIDATED PARTS INC	00506113	5070777	SUPPLIES	General Fund	85.12
01/07/2022	CONSOLIDATED PARTS INC	00506114	5069190	PARTS	General Fund	10.91
01/07/2022	CONSOLIDATED PARTS INC	00506116	5069433	SUPPLIES	General Fund	16.37
Total for Payment No.:						112.40

Payment No: 021939

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	CINTAS CORP #630	00506982	4104077824	UNIFORM SERVICES	General Fund	55.74
01/14/2022	CINTAS CORP #630	00506983	4104794424	UNIFORM SERVICES	General Fund	55.74
Total for Payment No.:						111.48

Payment No: 701809

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CLEARSTAR, INC.	00506849	241387	ONE EXECUTIVE HIRE	General Fund	111.00
Total for Payment No.:						111.00

Payment No: 021885

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	MARTHA MARTINEZ	00507371	32826DEC2021	REIMBURSE COUNCIL SUPPLIES	General Fund	109.27
Total for Payment No.:						109.27

Payment No: 022092

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	[REDACTED]	00508391	409362	LEGAL SERVICES	General Government - Other	108.00
Total for Payment No.:						108.00

Payment No: 701919

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SYN-TECH SYSTEMS INC	00506884	240978	SOFTWARE- FLEET MANGMNT	Fleet Operation Fund	105.39
				Total for Payment No.:		105.39

Payment No: 021843

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	BAY AREA DATA SUPPLY	00506527	207150	TONER FOR HP PRINTER	General Fund	103.67
				Total for Payment No.:		103.67

Payment No: 702186

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CAREERS IN GOVERNMENT	00507954	11-12448	UPGRADE OF PLAN REVIEW MGR	Building New Dvlpmnt Srcv Fee	100.00
				Total for Payment No.:		100.00

Payment No: 702117

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	RACHEL COSTELLA	00507587	37513DEC2021	2021 DEC RAIN BARREL REBATE	Water Utility	100.00
				Total for Payment No.:		100.00

Payment No: 021911

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	ROBERT BLANCHETTE	00506480	29807DEC2021	FY21-22 TOOL REIMBURSEMENT	Fleet Operation Fund	97.34
				Total for Payment No.:		97.34

Payment No: 022088

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	IMAGE SALES INC	00507627	0071727-IN	Card Printer Cards	General Fund	94.52
				Total for Payment No.:		94.52

Payment No: 702176

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ALTEC INDUSTRIES INC	00507867	11817201	PARTS- V#3361	Fleet Operation Fund	93.17
				Total for Payment No.:		93.17

Payment No: 022033

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	PG&E	00507690	1501762727-2 DEC2021A	ELEC SVC HIGH LINE CANAL DEC21	Electric Utility	89.84
				Total for Payment No.:		89.84

Payment No: 021901

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PG&E	00506320	1501762727-2 DEC2021	ELEC SVC HIGH LINE CANAL NOV21	Electric Utility	89.44
				Total for Payment No.:		89.44

Payment No: 021960

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	LINDE GAS & EQUIPMENT INC.	00507166	67872134	IND HIGH PRESSURE < 100CF	General Fund	21.51
01/14/2022	LINDE GAS & EQUIPMENT INC.	00507166	67872134	IND HIGH PRESSURE > 100CF	General Fund	43.02
01/14/2022	LINDE GAS & EQUIPMENT INC.	00507166	67872134	SAFETY & ENVIRONMENTAL SERV FE	General Fund	16.13
01/14/2022	LINDE GAS & EQUIPMENT INC.	00507166	67872134	CYL TRACKING SERVICE FEE	General Fund	6.45
				Total for Payment No.:		87.11

Payment No: 702194

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CRYSTAL BELARDES	00507919	37529JAN2022	Electric Permit BLD21-63687	Building New Dvlpmnt Srcv Fee	85.53
				Total for Payment No.:		85.53

Payment No: 702133

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	STORAGE EXPRESS INC	00507562	71274	20-FT STORAGE CONTAINER RENTAL	Electric Utility	81.85
				Total for Payment No.:		81.85

Payment No: 702151

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CARLOS GAONA	00507802	1089JAN2022	FY21-22 ASE REIMBURSEMENT	Fleet Operation Fund	81.00
				Total for Payment No.:		81.00

Payment No: 701834

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	EQUIFAX CREDIT INFORMATION SVC	00506312	6616686	PD New Hires	General Fund	68.49
01/07/2022	EQUIFAX CREDIT INFORMATION SVC	00506312	6616686	SEOs	General Fund	11.79
				Total for Payment No.:		80.28

Payment No: 701763

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FELIPE CARRILLO	00507031	22636DEC2021	WATER DIST OPERATOR G2 RENEWAL	Water Utility	80.00
				Total for Payment No.:		80.00

Payment No: 702110

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	NI GOVERNMENT SERVICES	00507450	21123168271	MONTHLY SUBSCRIPTION SER FEES	General Fund	77.37
				Total for Payment No.:		77.37

Payment No: 702020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	PACIFIC TELEMAGEMENT SVCS	00506826	2079582	PAY PHONE SERVICE JANUARY 2022	Information Technology Service	75.00
				Total for Payment No.:		75.00

Payment No: 702026

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	SAN JOSE MUSEUM OF ART ASSOCIATION	00507253	28275JAN2022	DISCOVER & GO ANNUAL FEE	General Fund	75.00
				Total for Payment No.:		75.00

Payment No: 021896

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	PENINSULA BUILDING MATERIALS	00506509	106634	RUSTOLEUM WHITE MARK PAINT	General Fund	73.66
				Total for Payment No.:		73.66

Payment No: 021861

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FASTENAL CO	00506431	CASA672673	PARTS 37/64"x1/2"135S&D DR	Electric Utility	35.62
01/07/2022	FASTENAL CO	00506432	CASA672738	PARTS 37/64"x1/2"135S&D DR	Electric Utility	35.62
				Total for Payment No.:		71.24

Payment No: 701818

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	CRIME SCENE CLEANERS INC	00507199	83082	CLEAN VEHICLE #3264	General Fund	70.00
				Total for Payment No.:		70.00

Payment No: 022096

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	PAN ASIAN PUBLICATIONS (USA) INC	00507826	U-17012	1241 AD BK	General Fund	68.83
				Total for Payment No.:		68.83

Payment No: 701783

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	RANJIT SINGH	00507054	50412-04 Utility RefundCOR	UTILITY REFUND	General Fund	55.10
01/07/2022	RANJIT SINGH	00507055	73764-03 Utility Refund	UTILITY REFUND	General Fund	9.86
				Total for Payment No.:		64.96

Payment No: 702193

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CRESCO EQUIPMENT RENTALS	00508116	5568909-0001	EQUIPMENT RENTAL	Electric Utility	64.93
				Total for Payment No.:		64.93

Payment No: 702190

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	CLEARSTAR, INC.	00507951	242268	ONE NERC BACKGROUND	General Fund	59.00
				Total for Payment No.:		59.00

Payment No: 022016

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	JOHANNA JEAN MARCHEL	00507572	259/1975460	JANITORIAL SUPPLIES 881 MARTIN	Electric Utility	47.13
01/21/2022	JOHANNA JEAN MARCHEL	00507572	259/1975460	JANITORIAL SUPPLIES 881 MARTIN	Elec OperatingGrant Trust Fund	3.01
				Total for Payment No.:		50.14

Payment No: 702262

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/28/2022	VERIZON WIRELESS	00507766	9895792737	FIRE/STADIUM - DEFIB	General Fund	10.02
01/28/2022	VERIZON WIRELESS	00507766	9895792737	FIRE/STADIUM - RAD DETECTORS	S.C.Stadium Authority CIP	40.08
Total for Payment No.:						50.10

Payment No: 701962

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	US TREASURY	00507921	12/26/21-01/08/22JO	WAGE ATTACHMENT B2201	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

Payment No: 702163

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	US TREASURY	00508655	01/09/22-01/22/22JO	WAGE ATTACHMENT B2202	Payroll Liability&ClearingAcct	50.00
Total for Payment No.:						50.00

Payment No: 701838

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	FEDERAL EXPRESS	00506623	7-593-35189	MISC. SHIPPING DVR	Electric Utility	47.91
Total for Payment No.:						47.91

Payment No: 701768

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	JOSEPH LUNA,	00507030	27727DEC2021	CMMRCIAL LICENSE CLASS A REIMB	Water Utility	45.00
Total for Payment No.:						45.00

Payment No: 702149

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
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01/21/2022	ZANKER RECYCLING	00507680	202112322	CONCRETE 1 TON	General Fund	44.20
				Total for Payment No.:		44.20

Payment No: 022114

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	US BANK NATIONAL ASSOCIATION	00507789	NNPB000271221	POWER BILL DEC21	Electric Utility	248,403.12
01/28/2022	US BANK NATIONAL ASSOCIATION	00507789	NNPB000271221	WREGIS PASS-THRU CHGS DEC21	Electric Utility	312.24
01/28/2022	US BANK NATIONAL ASSOCIATION	00507789	NNPB000271221	CVP O&M FUNDING CREDIT DEC21	Electric Utility	-248,675.00
				Total for Payment No.:		40.36

Payment No: 701778

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	SLADWICK, JOSHUA	00506469	15579DEC2021	FUEL FOR CITY VEHICLE	Electric Utility	40.00
				Total for Payment No.:		40.00

Payment No: 702154

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	RANDY KENT	00507979	35349JAN2022	CAP REIMBURSE - JAN 2022	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 702153

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	JOSEPH GARTNER III	00507978	17413JAN2022	CAP REIMBURSE - JAN 2022	General Fund	40.00
				Total for Payment No.:		40.00

Payment No: 701992

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	DUNN-EDWARDS CORP	00507171	2011178146	ULTRA-GRIP PREMIUM INT/EXT PRI	General Fund	37.26

01/14/2022	DUNN-EDWARDS CORP	00507171	2011178146	PAINTCARE FEE	General Fund	0.82
				Total for Payment No.:		38.08

Payment No: 021884

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	LINDE GAS & EQUIPMENT INC.	00506298	67307620	RENTAL- SHOP USE NOV 2021	Fleet Operation Fund	38.07
				Total for Payment No.:		38.07

Payment No: 702174

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	ALHAMBRA & SIERRA SPRINGS	00507661	4973747 122421	SHOP SUPPLY- WATER DEC 21	Fleet Operation Fund	31.68
				Total for Payment No.:		31.68

Payment No: 021998

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	COMCAST	00507604	12/27/21AC815510009170 1239	COMCAST LIB 2635 HOMESTEAD RD	General Fund	26.74
				Total for Payment No.:		26.74

Payment No: 021936

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/14/2022	BRUCE BARTON PUMP SERVICE INC	00507062	0108691-IN	PACO GASKET X3, X4, XA, X5	General Fund	23.08
				Total for Payment No.:		23.08

Payment No: 022020

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MCCAMPBELL ANALYTICAL INC	00508043	2112A69	Laboratory Services with McCam	Water Utility	20.00
				Total for Payment No.:		20.00

Payment No: 701830

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DUNN-EDWARDS CORP	00506586	2011178064	LIBRARY MAINTENANCE	General Fund	16.25
				Total for Payment No.:		16.25

Payment No: 702256

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	TURF & INDUSTRIAL EQUIPMENT CO	00507860	IV41481	PARTS-V#3283	Fleet Operation Fund	12.39
				Total for Payment No.:		12.39

Payment No: 022083

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/28/2022	GRAINGER	00507806	9162332523	PARTS-SHOP USE	Fleet Operation Fund	11.65
				Total for Payment No.:		11.65

Payment No: 701759

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/07/2022	DANIEL CABRAL	00507029	29125DEC2021	CMMRCIAL LICENSE CLASS B REIMB	Water Utility	11.00
				Total for Payment No.:		11.00

Payment No: 702105

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	MICHAEL SHAYMAN	00508036	37510DEC2021	RFND OVERPD INT NCIP#10535	H.U.D Capital Projects	9.57
				Total for Payment No.:		9.57

Payment No: 702122

Payment Date	Vendor Name	Voucher No.	Invoice No.	Description	Fund Code	Amount Paid
01/21/2022	ROYAL BRASS INC	00507305	972481-001	PARTS-V#1640	Fleet Operation Fund	4.79

Total for Payment No.:

4.79

Overall Total

59,840,796.00



Agenda Report

22-07

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Report for November 2021 and Approve Related Budget Amendments

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for November 2021 are submitted for your information. The financial review as of November 30, 2021 provides a year-to-date financial update to the City Council for the current fiscal year. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Adopted Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Report provides the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summary for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the report.

In accordance with City Council Policy 051 - Donations to the City, included in this report is a monthly activity and annual summary of donations received by department. Although the requirement of the policy is to report quarterly, in its ongoing effort to streamline reporting, the City will include this information monthly in the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)

The attached report summarizes the City's financial performance as of November 30, 2021. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues were trending below budget at 23.5% through November 2021. While revenue collections are tracking slightly below the budgeted estimate, collections are higher when compared to collections last fiscal year. Concerns remain regarding continued impacts of COVID-19 as other variants and vaccine hesitancy may impact the speed of economic recovery and revenue collections.

As shown in Attachment 1, General Fund departmental expenditures were at 37.2% of budget through November 2021. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology, and vehicle purchases. Expenditure savings are expected by year-end.

As shown in Attachment 1, total revenues through November 2021 for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 34.9% of the budget while total expenses were at 38.3% of the budget.

In the month of November, the City received \$200 in donations, for total donations of \$88,490.

Many economic indicators have improved significantly since the start of the pandemic, but some have not returned to pre-pandemic levels. On a national level, the unemployment rate decreased from 4.2% in November 2021 to 3.9% in December 2021. This rate was well below the record setting high of 14.7% in April 2020, but above the pre-pandemic unemployment rate of 3.5%. In December, the number of unemployed persons fell to 6.3 million from 6.8 million in November. This unemployment figure continues to remain above the pre-pandemic level of 5.7 million. In the third quarter 2021 revised estimate, the Gross Domestic Product (GDP) increased by 2.3%. The resurgence of COVID-19 cases has resulted in new restrictions and delays in reopening businesses in some parts of the country. While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the December 2021 UCLA Anderson Forecast, GDP is not expected to reach the pre-COVID trend until the third quarter 2022. The December 2021 UCLA Forecast also assumed continued strong economic growth and labor market recovery with a lessening of supply constraints and inflation. There is caution with the Omicron variant that may temporarily derail the forecast; however, it is too early to tell.

Improvement continues at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate dropped to 6.5% in December 2021. California has now regained 1.95 million jobs, or 72% of the 2.71 million jobs lost due to COVID-19 in March and April 2020. The unemployment rate in this region continues to outperform the State and the nation. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.0% in December 2021, down from a revised 3.2% in November 2021 and 6.0% in December 2020 but above the February 2020 level of 2.6%.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance as the fiscal year progresses.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of November 30, 2021 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for November 2021 was to invest funds not required to meet current

obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.22% in November.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

From time to time, adjustments to the budget are required to reflect new information, align budgets with actual revenues and expenses, and correct for inadvertent errors. Attachment 3 details the recognition and appropriation of additional American Rescue Plan Act (ARPA) funds based on the actual allocation from the federal government to the City of Santa Clara, bringing the total allocation to \$26.2 million. In the Fire Department Operating Grant Trust Fund, the recognition of Emergency Management Preparedness Grant funds is recommended to fund the purchase of laptops for the Emergency Operations Center. Actions are also recommended in the Streets and Highways Capital Fund and Electric Utility Capital Fund to recognize and appropriate new revenue to the Tree Replacement Project and the Bowers Avenue Junction Project, respectively. In the Streets and Highways Capital Fund, the elimination of the Hetch-Hetchy Trail Phase I and San Tomas Aquino Creek Trail Underpass projects is recommended as grant funding is no longer anticipated for either project.

FY 2021/22 Budget Amendments		
Fund	Source of Funds	Use of Funds
American Rescue Plan Act Fund	\$309,525	\$309,525
Electric Utility Capital Fund	\$1,250,000	\$1,250,000
Fire Department Operating Grant Trust Fund	\$22,643	\$22,643
Streets and Highways Capital Fund	(\$3,236,010)	(\$3,236,010)
Total Net Budget Change	(\$1,653,842)	(\$1,653,842)

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclearaca.gov.

RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for November 2021 as presented and Approve Related Budget Amendments in various funds consistent with City Charter Section

1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," as noted for each individual item in Attachment 3.

Reviewed by: Kenn Lee, Director of Finance

Approved by: City Manager's Office

ATTACHMENTS

1. Monthly Financial Status Report November 2021
2. Monthly Investment Report November 2021
3. FY 2021/22 Budget Amendments



City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

November 2021

This report summarizes the City's financial performance for the month ended November 30, 2021. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2021/22 was \$289.3 million. The amended budget for revenues and expenditures was amended to \$295.2 million to reflect carryover appropriations from fiscal year 2020/21 and various budget amendments approved by the City Council through November 2021.

Nearly halfway through the fiscal year, General Fund revenues are currently tracking slightly below estimated levels. Concerns remain regarding continued impacts of COVID-19 as the Omicron variant and vaccine hesitancy may impact the speed of recovery. Through November, expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures.

Many economic indicators have improved significantly since the start of the pandemic, but some have not returned to pre-pandemic levels. On a national level, the unemployment rate decreased from 4.2% in November 2021 to 3.9% in December 2021. This rate was well below the record setting high of 14.7% in April 2020, but slightly above the pre-pandemic unemployment rate of 3.5%. In December, the number of unemployed persons fell to 6.3 million from 6.8 million in November. This unemployment figure remains above the pre-pandemic level of 5.7 million.¹

Chart 1. Unemployment rate, seasonally adjusted, December 2019 – December 2021

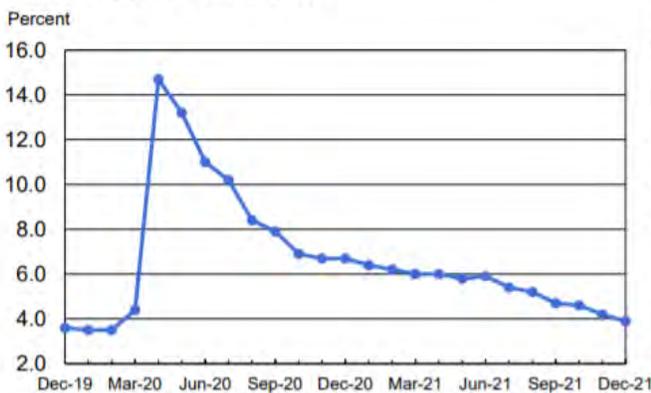
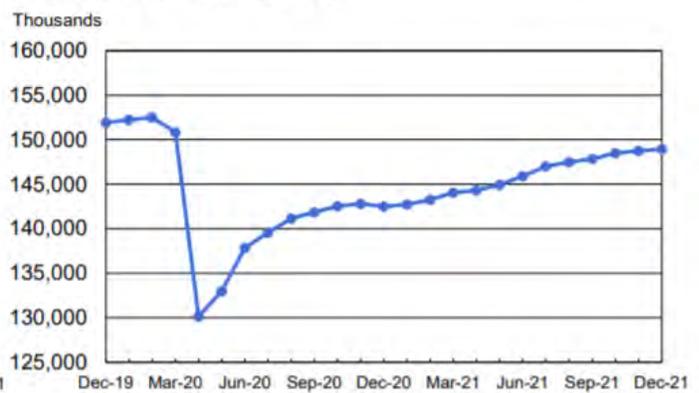
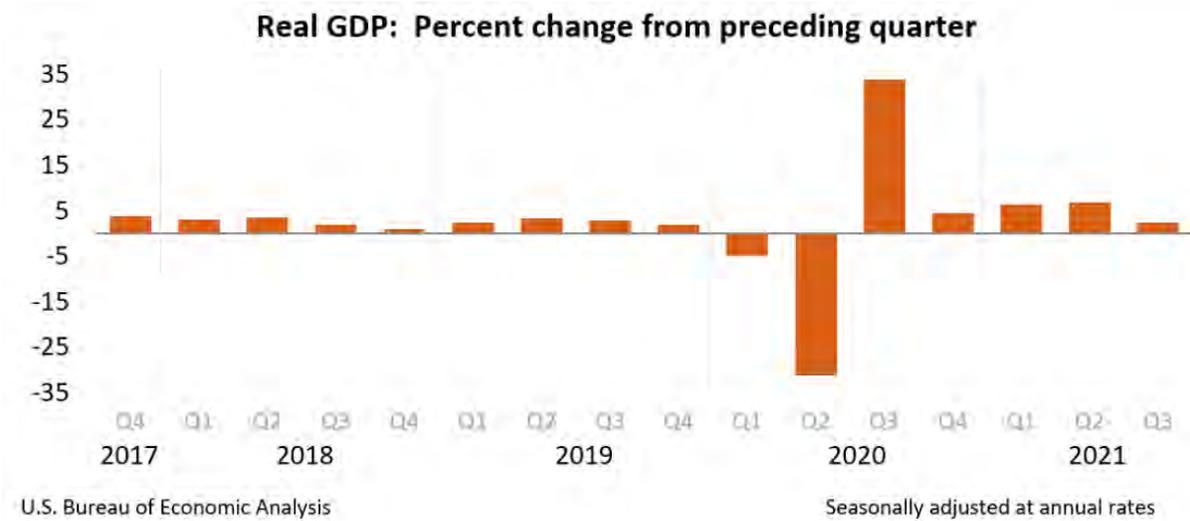


Chart 2. Nonfarm payroll employment, seasonally adjusted, December 2019 – December 2021



¹ <https://www.bls.gov/news.release/pdf/empsit.pdf>

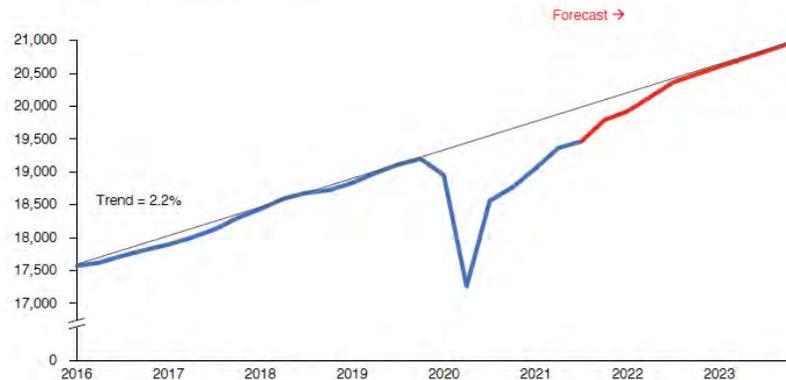
In the third quarter 2021 revised estimate, the Gross Domestic Product (GDP) increased by 2.3%, following a GDP increase of 6.7% in the second quarter. The estimated increase in the first quarter reflected efforts to reopen businesses and resume some activities amidst COVID-19 safety precautions. The second quarter reflects increases in consumer spending, exports and local and State government spending. In the third quarter, the resurgence of COVID-19 cases has resulted in new restrictions and delays in reopening businesses in some parts of the country. The real GDP for the third quarter 2021 is 1.4% above the level experienced in the fourth quarter of 2019.²



While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the December 2021 UCLA Anderson Forecast, GDP is not expected to reach the pre-COVID trend until the third quarter 2022. On an annual basis, the UCLA Forecast projects GDP growth of 5.6% in 2021, 4.2% in 2022, and 2.7% in 2023.

“Overall, our forecast is for continued strong economic growth and labor market recovery, with a lessening of supply constraints and inflation. Omicron may temporarily derail this forecast, but it’s too soon to tell.”³

Exhibit 3: Real GDP Levels, Annual Rates, Billions of Chained 2012\$



Source: UCLA Anderson Forecast and Oxford Economics

² https://www.bea.gov/sites/default/files/2021-12/tech3q21_3rd.pdf

³ UCLA Anderson Forecast, December 2021

Improvement continues at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate dropped slightly to 6.5% in December 2021. With the continued addition of jobs, California has now regained 1.95 million jobs, or nearly 72% of the 2.71 million jobs lost due to COVID-19 in March and April 2020.⁴

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 3.0% in December 2021, down from a revised 3.2% in November 2021 and the December 2020 level of 6.0% but higher than the February 2020 level of 2.6%. Between December 2020 and December 2021, employment in this region increased by 64,000 jobs, or 6.0%. The largest increases were in leisure and hospitality (up 24,300 jobs), professional and business services (up 12,700 jobs), and private educational and health services (up 9,700 jobs).⁶

Staff will continue to closely monitor the economic environment and the City's financial performance and provide updates through the Monthly Financial Reports.

⁴ <https://www.edd.ca.gov/newsroom/unemployment-december-2021.htm>

⁶ <https://www.labormarketinfo.edd.ca.gov>

General Fund Revenues

As of November 30, 2021, \$58.9 million or 23.5% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$44.2 million have occurred as budgeted. While revenue collections are tracking below the budgeted estimate, collections are higher when compared to collections last fiscal year (excluding various permits collections that are now deposited into the new Building Development Services Fund and transfers).

**CITY OF SANTA CLARA
GENERAL FUND
REVENUES OVERVIEW AND COMPARISON BY TYPE**

Function	FISCAL YEAR 2021/22				PY REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 11/30/2021	Percentage Received	Actual Through 11/30/2020	Change From Prior Year	Percentage Change
TAXES							
Sales Tax	\$ 58,183,000	\$ 58,183,000	\$ 14,140,585	24.30%	\$ 14,832,679	\$ (692,094)	-4.67%
Property Tax	71,559,000	71,559,000	10,626,422	14.85%	10,100,564	525,858	5.21%
Transient Occupancy Tax	9,000,000	9,000,000	2,225,952	24.73%	828,701	1,397,251	168.61%
Other Taxes	6,080,000	6,080,000	1,471,956	24.21%	1,480,404	(8,448)	-0.57%
Total Taxes	144,822,000	144,822,000	28,464,915	19.66%	27,242,348	1,222,567	4.49%
LICENSES & PERMITS							
Business Licenses	900,000	900,000	366,699	40.74%	354,964	11,735	3.31%
Fire Operation Permits	2,200,000	2,200,000	838,859	38.13%	718,646	120,213	16.73%
Building Permits	-	-	264,849	N/A	3,451,710	(3,186,861)	-92.33%
Electric Permits	-	-	41,433	N/A	678,914	(637,481)	-93.90%
Plumbing Permits	-	-	24,900	N/A	454,269	(429,369)	-94.52%
Mechanical Permits	-	-	32,910	N/A	521,292	(488,382)	-93.69%
Miscellaneous Permits	60,000	60,000	27,309	45.52%	25,999	1,310	5.04%
Total Licenses & Permits	3,160,000	3,160,000	1,596,959	50.54%	6,205,794	(4,608,835)	-74.27%
FINES & PENALTIES	1,496,135	1,496,135	141,737	9.47%	180,965	(39,228)	-21.68%
INTERGOVERNMENTAL	26,205,801	26,535,801	133,649	0.50%	89,001	44,648	50.17%
CHARGES FOR SERVICES	30,003,443	30,003,443	11,849,960	39.50%	12,351,344	(501,384)	-4.06%
CONTRIBUTION IN LIEU	24,700,000	24,700,000	10,738,907	43.48%	10,143,119	595,788	5.87%
USE OF MONEY & PROPERTY							
Interest	2,600,000	2,600,000	214,768	8.26%	104,463	110,305	105.59%
Rent	9,115,722	9,298,022	3,928,228	42.25%	3,451,926	476,302	13.80%
Total Use of Money & Property	11,715,722	11,898,022	4,142,996	34.82%	3,556,389	586,607	16.49%
MISCELLANEOUS REVENUES	198,000	198,000	300,227	151.63%	133,646	166,581	124.64%
LAND PROCEED	-	-	-	N/A	-	-	N/A
OTHER FINANCING SOURCES							
Operating Transfer In - Storm Drain	1,454,000	1,454,000	1,454,000	100.00%	1,460,000	(6,000)	-0.41%
Operating Transfer In - Reserves	32,390,871	32,456,888	32,456,888	100.00%	39,262,333	(6,805,445)	-17.33%
Operating Transfer In - Fund Balances ⁽¹⁾	-	4,817,658	4,817,658	100.00%	4,273,692	543,966	12.73%
Operating Transfer In - Miscellaneous	5,005,399	5,427,399	5,427,399	100.00%	3,547,419	1,879,980	53.00%
Total Other Financing Sources	38,850,270	44,155,945	44,155,945	100.00%	48,543,444	(4,387,499)	-9.04%
STADIUM OPERATION							
Charges for Services	7,466,069	7,466,069	1,356,594	18.17%	1,365,335	(8,741)	-0.64%
Rent and Licensing	717,500	717,500	161,511	22.51%	-	161,511	N/A
Total Stadium Operation	8,183,569	8,183,569	1,518,105	18.55%	1,365,335	152,770	11.19%
TOTAL GENERAL FUND	\$ 289,334,940	\$ 295,152,915	\$ 103,043,401	34.91%	\$ 109,811,385	\$ (6,767,983)	-6.16%

(1) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2021 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of November 30, 2021, \$14.1 million has been collected, which is down \$0.7 million (down 4.7%) from the prior year level and is based on performance through the first quarter of the fiscal year. This figure, however, included a large negative adjustment for periods prior to 2020. Excluding the adjustments to prior periods, local economic performance was actually up 23.2% in the third quarter of calendar year 2021 with growth in all sectors: Business-to-Business (up 13.4%), General Retail (up 48.7%), Construction (up 36.5%), Food Products (up 58.0%), and Transportation (up 14.4%). The countywide pool, however, was down 6.9%. Internet sales represents a sizeable amount of the City's sales tax revenue. The County pool, which includes internet sales, accounts for approximately 20% of the sales tax the City receives. Overall, annual Sales Tax growth of 3.6% is needed to meet the budgeted estimate of \$58.2 million.

Property Tax: Through November, 14.9% of the property tax budgeted estimate has been received. The majority of property tax revenue is collected in February and April each year. Based on initial information from the County of Santa Clara, property tax receipts are projected to end the year close to the Adopted Budget estimate of \$71.6 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. This rate increased to 11.5% in January 2022. Through November 30, 2021, approximately \$2.2 million has been received, which is significantly higher than receipts through the same period last fiscal year of only \$0.8 million. However, receipts remain 66% below the pre-COVID 19 level of \$6.5 million received through November 2019. As businesses continue to reopen and travel restrictions lifted, it is anticipated that TOT will continue to increase compared to last fiscal year. To meet the budgeted estimate, collections will need to triple from just under \$3.0 million in FY 2020/21 to \$9.0 million in FY 2021/22.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected \$1.5 million through November, which is on par with the same collection levels last fiscal year. While receipts in the documentary transfer tax are tracking above levels collected through the same period last fiscal year, receipts in the franchise tax category are lower than prior year levels. Growth of 4.4% is needed to meet the budgeted estimate of \$6.1 million.

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing and mechanical permits have all been budgeted in the new Building Development Services Fund, which will be reflected in the Special Revenue section of this report. Excluding the development revenues that have been erroneously booked in this category, licenses and permits revenue collections are tracking at par with receipts totaling \$1.2 million, or 39% of the budget of \$3.2 million. Receipts are tracking within estimated levels through November.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue of \$0.1 million collected in this category through November is tracking to end the year well

below the budgeted estimate of \$1.5 million largely due to the waiving of late fees on utility billing in response to COVID-19. The City will be applying for the California Arrearage Payment Program in order to alleviate the arrearages accrued as a result of the City's bill relief period.

Intergovernmental: Includes federal stimulus funds, motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the Successor Agency. Through November 30, 2021, \$0.1 million has been received, which is higher than receipts through the same period last year and reflects differences in planned payments.

Charges for Services: Includes various engineering fees, administrative fees, and community service revenue from various recreational activities. Through November 30, 2021, collections totaled approximately \$11.8 million or 39.5% of the budget. This reflects a 4% decrease compared to last year's collections through the same period of \$12.4 million. The decrease is mainly attributable to the plan check and sign fees now being recorded in the newly established Building Development Services Fund. This decrease is partially offset by higher collections in the planning and zoning fees, fire construction permits, and miscellaneous charges for services categories. Collections are tracking close to the budgeted estimate.

SVP Transfer: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues to the General Fund. As of November 30, 2021, \$10.7 million has been received which is on par for this time of year. This collection level, however, is based on the budgeted estimate and will be trued up at the end of the fiscal year. Growth of less than 1% from the prior year is needed to meet the budgeted estimate of \$24.7 million.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$4.1 million, or 34.8% of the budget. This reflects a \$0.6 million increase from prior year collection levels. The increase was primarily in the rent category.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through November 30, 2021, collections of \$0.3 million have exceeded the budgeted estimate of \$0.2 million and are approximately 125% higher than collections through the same period last year.

Stadium Operation: As of November 30, 2021, charges for services collected through the Stadium totaled \$1.5 million, which is below par for this time of year. This is due in part to the timing of when the City receives reimbursements. Current year collections are approximately 11% higher than collections through the same period last year resulting from the reopening of Stadium for events.

General Fund Expenditures

As of November 30, 2021, \$136.6 million or 46.3% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund are within budgeted levels through November. Departmental expenditures totaled \$91.3 million, or 37.2% of the budget, which is below the par level of 42% of the budget. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures, expenditures are expected to end the year below budget.

**CITY OF SANTA CLARA
GENERAL FUND
EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION**

Function	FISCAL YEAR 2021/22				PY EXPENDITURES COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 11/30/2021	Percentage Used	Actual Through 11/30/2020	Change From Prior Year	Percentage Change
GENERAL GOVERNMENT							
Non-Departmental	\$ 6,824,333	\$ 7,006,924	\$ 1,313,812	18.75%	\$ 1,514,483	\$ (200,671)	-13.25%
City Council	829,205	829,205	336,175	40.54%	289,438	46,737	16.15%
City Clerk	1,470,231	1,718,169	606,680	35.31%	625,529	(18,849)	-3.01%
City Manager	5,442,069	6,276,486	1,999,737	31.86%	2,137,948	(138,211)	-6.46%
City Attorney	3,097,380	3,119,380	976,791	31.31%	867,510	109,281	12.60%
Human Resources	4,133,810	4,389,886	1,437,548	32.75%	1,304,144	133,404	10.23%
Finance	17,439,442	18,055,818	6,296,892	34.87%	6,284,831	12,061	0.19%
Total General Government	39,236,470	41,395,868	12,967,635	31.33%	13,023,883	(56,248)	-0.43%
PUBLIC WORKS	23,201,356	24,198,161	9,061,825	37.45%	9,243,982	(182,157)	-1.97%
COMMUNITY DEVELOPMENT	5,070,207	6,561,680	1,896,401	28.90%	5,545,909	(3,649,508)	-65.81%
PARKS AND RECREATION	20,982,990	21,433,077	7,339,086	34.24%	7,023,333	315,753	4.50%
PUBLIC SAFETY							
Fire	60,581,403	61,011,002	25,794,026	42.28%	25,083,965	710,061	2.83%
Police	79,870,137	79,983,531	30,830,143	38.55%	30,462,273	367,870	1.21%
Total Public Safety	140,451,540	140,994,533	56,624,169	40.16%	55,546,238	1,077,931	1.94%
LIBRARY	10,764,727	10,895,605	3,424,403	31.43%	3,654,193	(229,790)	-6.29%
DEPARTMENTAL TOTAL	239,707,290	245,478,924	91,313,519	37.20%	94,037,538	(2,724,019)	-2.90%
OTHER FINANCING USES							
Operating Transfer Out - Miscellaneous	23,250,142	23,250,142	23,250,142	100.00%	1,012,445	22,237,697	2196.44%
Operating Transfer Out - Debt Services	2,501,439	2,501,439	2,501,439	100.00%	2,500,344	1,095	0.04%
Operating Transfer Out - Maintenance Dtrct	771,349	771,349	771,349	100.00%	990,929	(219,580)	-22.16%
Operating Transfer Out - Cemetery	850,000	850,000	850,000	100.00%	771,769	78,231	10.14%
Operating Transfer Out - CIP	11,773,925	11,773,925	11,773,925	100.00%	19,678,672	(7,904,747)	-40.17%
Operating Transfer Out - Reserves	3,309,009	3,309,009	3,309,009	100.00%	1,065,850	2,243,159	210.46%
Total Other Financing Uses	42,455,864	42,455,864	42,455,864	100.00%	26,020,009	16,435,855	63.17%
STADIUM OPERATION	7,171,786	7,218,126	2,871,639	39.78%	852,608	2,019,031	236.81%
TOTAL GENERAL FUND	\$ 289,334,940	\$ 295,152,915	\$ 136,641,022	46.29%	\$ 120,910,155	\$ 15,730,867	13.01%

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by department.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. As of November 30, 2021, expenditures totaled \$1.3 million, or 18.8% of the budget. These expenditures are well below the par level of 42% and the prior year level of \$1.5 million, particularly in the advertising and community promotion expenses.

City Attorney: As of November 30, 2021, actual expenditures totaled approximately \$0.9 million, which is 31% of the budget, which is below par. This is mainly attributable to lower salary and as-needed spending. Spending is above the total expenditures through the same time last fiscal year by 12.6%. This is a result of the reallocation of contractual services from the Special Liability Insurance Fund to the City Attorney's Office operating budget.

City Clerk: Through November, actual expenditures were tracking below budget at \$0.6 million or approximately 35.3% of the budget. This reflects a decrease of 3% over last year's spending through the same period. The primary driver for the decrease in spending is the Granicus costs which are paid every other year.

City Council: Through November, expenditures were at 40.5% of budget, which is at par. Compared to the same period through last fiscal year, this reflects a spending increase of approximately 16%. As-needed expenditures are higher than last fiscal year.

City Manager: The actual expenditures through November 30, 2021 totaled \$2.0 million, or 31.9% of the budget, which is below par for this time of the year. Expenditures are 6.5% lower compared with the spending level through the same period last fiscal year. This decrease in expenditures is related to the reallocation of City memberships and mandated costs from the City Manager's Office budget to Non-Departmental in addition to lower advertising and contractual services expenditures.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. Effective this fiscal year, the Building division of this department has been moved to the newly established Building Development Services Fund, which falls under the special revenue section of this report. Through November, departmental expenditures for the Planning and Housing and Community Services divisions totaled \$1.9 million, or approximately 28.9%, which is below the par level of 42%. This is a result of vacancies in the department. Expenditures were also well below the spending through the same period last fiscal year due to the change in funding for the Building Division.

Finance Department: Through November, the Department's expenditures totaled \$6.3 million, or 34.8% of the budget, which is below par. This is mainly attributable to lower expenditures in the operating supplies and contractual services categories. This expenditure level was in line with levels from last fiscal year.

Fire Department: As of November 30, 2021, actual expenditures in the General Fund totaled \$25.8 million, or 42.8% of the budget, which is slightly above par. These expenditures reflect a 2.8% increase from expenditures through the same period last fiscal year. All COVID-19 related expenditures have been charged centrally to the Other City Departments Operating Grant Trust Fund. The Fire Department has charged approximately \$0.2 million to this fund, bringing total expenditures, including the General Fund, to approximately \$26.0 million. Overtime expenditures are tracking at 84.4%, which is above par for this time of year. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs. Fire Department expenditures have also been impacted by mutual aid deployments to address wildland fires (Caldor, Dixie, River and Beckwourth complex fires), for which the City will receive reimbursement. Once those reimbursements are received and allocated to the Fire Department, expenditures will be tracking within estimated levels. Budget actions will be brought forward later in the fiscal year to recognize and budget those revenues.

Library Department: Through November, actual expenditures totaled \$3.4 million, or 31.4% of the budget, which is below par and lower than expenditure levels through the same period last fiscal year. COVID-19 precautions have continued to impact Library operations this year, resulting in lower expenditures. A phased reopening is in progress, but this schedule has been delayed due to the increase in COVID-19 cases resulting from the latest Omicron variant.

Parks and Recreation Department: Through November, actual expenditures totaled approximately \$7.3 million, or 34.2% of the budget, which is below par, and consistent with the prior year actuals of \$7.0 million. The department has resumed most activities that were previously impacted by COVID-19 restrictions. However, some programming continues to be impacted by the staff vacancies.

Police Department: Expenditures as of November 30, 2021 are tracking slightly below expected levels at \$30.8 million, or 38.6% of the budget. Expenditures are consistent with the spending levels last fiscal year. Similar to the Fire Department, Police Department expenditures related to COVID-19 have also been charged to the Other City Departments Operating Grant Trust Fund. Through November, charges to this fund totaled approximately \$0.05 million. Accounting for the General Fund and Other City Departments Operating Grant Trust Fund, department expenditures are still tracking slightly below par.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$2.9 million through November and are tracking slightly below budgeted levels. However, this is significantly higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of November 30, 2021. The amended budget for both reflects carryover appropriations from fiscal year 2021/22 in addition to budget amendments approved by the City Council through November 2021. Effective July 1, 2021, all Building Division revenues and expenditures are now budgeted and accounted for in the new Building Development Services Fund, which is included in the table below. Revenues totaled approximately \$8.6 million, while expenditures totaled approximately \$6.4 million through the end of November. Overall, revenues are tracking above par while expenditures are tracking below budgeted levels.

**CITY OF SANTA CLARA
SPECIAL REVENUE FUNDS
REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND**

Fund Description	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 11/30/2021	Percentage received	Actual Through 11/30/2020	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 261,000	\$ 261,000	\$ 214,539	82.20%	\$ 315,011	\$ (100,472)	-31.89%
City Affordable Housing Fund	657,000	657,000	666,865	101.50%	204,626	462,239	225.89%
Housing Successor Fund	350,000	350,000	332,982	95.14%	577,813	(244,831)	-42.37%
Housing and Urban Development	1,957,103	1,956,086	1,318,190	67.39%	539,033	779,157	144.55%
Building Development Services Fee Fund	13,630,000	13,630,000	6,096,547	44.73%	0	6,096,547	100.00%
TOTAL	\$ 16,855,103	\$ 16,854,086	\$ 8,629,123	51.20%	\$ 1,636,483	\$ 6,992,640	427.30%

Fund Description	EXPENDITURES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENDITURE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 11/30/2021	Percentage used	Actual through 11/30/2020	\$ Change From Prior Year	Percent Change
Housing Authority Fund	\$ 363,099	\$ 483,099	\$ 55,287	11.44%	\$ 63,017	\$ (7,730)	-12.27%
City Affordable Housing Fund	1,431,111	2,852,650	443,835	15.56%	317,558	126,277	39.77%
Housing Successor Fund	915,640	1,260,001	343,226	27.24%	276,504	66,722	24.13%
Housing and Urban Development	3,684,839	5,429,455	1,333,229	24.56%	978,624	354,605	36.24%
Building Development Services Fee Fund	12,256,059	12,256,059	4,183,991	34.14%	0	4,183,991	100.00%
TOTAL	\$ 18,650,748	\$ 22,281,264	\$ 6,359,568	28.54%	\$ 1,635,703	\$ 4,723,865	288.80%

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through November 2021. As of November 30, 2021, these capital fund expenditures totaled just under \$11.5 million, or 7.8% of the amended budget. As part of the adoption of the FY 2021/22 and FY 2022/23 operating budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2021. Necessary additional adjustments to the capital carryover amounts were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the December 14, 2021 Council meeting. These adjustments will be reflected in later Monthly Financial Status Reports.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

**CITY OF SANTA CLARA
GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENDITURES**

EXPENDITURES - FISCAL YEAR 2021/22						
Fund Description	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 11/30/2021	Percentage Used	
Parks & Recreation	\$ 7,085,289	\$ 15,478,055	\$ 22,563,344	\$ 860,086	3.81%	
Streets & Highways	26,869,803	62,313,089	89,182,892	7,876,570	8.83%	
Storm Drain	592,169	10,471,505	11,063,674	1,317,029	11.90%	
Fire	837,110	1,017,587	1,854,697	41,661	2.25%	
Library	7,872	246,601	254,473	14,578	5.73%	
Public Buildings	397,953	7,547,118	7,945,071	370,221	4.66%	
General Gov't - Other	1,555,000	10,228,593	11,783,593	756,551	6.42%	
Related Santa Clara Developer	968,103	1,326,191	2,294,294	287,454	12.53%	
Tasman East Specific	23,757	-	23,757	204	0.86%	
Infrastructure Improvement Fund						
TOTAL	\$ 38,337,056	\$ 108,628,739	\$ 146,965,795	\$ 11,524,354	7.84%	

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of November 30, 2021. Overall, revenues and expenditures are tracking below budgeted levels with revenues tracking at 34.9% of the budget and expenditures tracking at 38.3% of the budget.

Both revenues and expenditures are tracking above last fiscal year levels reflecting current activity levels. The increase in expenditures in the Electric Utility is primarily due to the higher debt retirement costs as well as higher resource costs related to transmission and wheeling (transportation of electric energy from within an electrical grid to an electrical load outside the grid boundaries). In the Solid Waste Utility Fund, expenditures are up primarily in the garbage collections, disposal and recycling accounts resulting from higher contractual services costs. The increase in the Water Recycling Fund is related to the timing of resource payments, with this fiscal year's occurring earlier.

**CITY OF SANTA CLARA
ENTERPRISE OPERATING FUNDS
REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND**

Fund Description	REVENUES - FISCAL YEAR 2021/22				PRIOR YEAR REVENUE COMPARISON		
	Adopted Budget	Amended Budget	Actual Through 11/30/2021	Percentage received	Actual Through 11/30/2020	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 555,810,147	\$ 555,810,147	\$ 195,042,240	35.09%	\$ 182,470,031	\$ 12,572,209	6.89%
Water Utility Fund	49,489,630	49,489,630	19,859,163	40.13%	20,887,520	(1,028,357)	-4.92%
Sewer Utility Fund	58,344,697	58,344,697	15,070,015	25.83%	16,370,898	(1,300,883)	-7.95%
Cemetery Fund	600,000	600,000	301,639	50.27%	204,420	97,219	47.56%
Solid Waste Utility Fund	33,610,000	33,610,000	12,303,397	36.61%	9,084,457	3,218,940	35.43%
Water Recycling Fund	5,703,831	5,703,831	2,839,755	49.79%	2,644,821	194,934	7.37%
TOTAL REVENUE	\$ 703,558,305	\$ 703,558,305	\$ 245,416,209	34.88%	\$ 231,662,147	\$ 13,754,062	5.94%

Fund Description	EXPENSES - FISCAL YEAR 2021/22				PRIOR YEAR EXPENSE COMPARISON		
	Adopted Budget	Amended Budget	Actual through 11/30/2021	Percentage Used	Actual through 11/30/2020	\$ Change From Prior Year	Percent Change
Electric Utility Fund	\$ 511,251,732	\$ 515,132,550	\$ 198,844,708	38.60%	\$ 158,539,670	\$ 40,305,038	25.42%
Water Utility Fund	47,197,617	47,580,260	17,485,087	36.75%	19,385,193	(1,900,106)	-9.80%
Sewer Utility Fund	30,565,333	30,707,268	13,495,385	43.95%	12,138,317	1,357,068	11.18%
Cemetery Fund	1,480,235	1,480,235	583,538	39.42%	546,899	36,639	6.70%
Solid Waste Utility Fund	33,323,675	36,981,208	11,120,798	30.07%	8,266,789	2,854,009	34.52%
Water Recycling Fund	5,709,582	5,709,582	2,912,235	51.01%	1,644,546	1,267,689	77.08%
TOTAL - Operating Appropriations	\$ 629,528,174	\$ 637,591,103	\$ 244,441,751	38.34%	\$ 200,521,414	\$ 43,920,337	21.90%

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the

resource and production costs on the expenditure side for these funds. The lower the revenue from customer service charges, the lower the expenditures in the resource and production category.

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through November 2021 totaled approximately \$51.7 million, or 21.4% of the amended budget. Expenditures in the Sewer Utility Capital Fund were significantly higher as a result of the Regional Wastewater Facility project, which is managed alongside the City of San José. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2021/22 and FY 2022/23 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures were included as part of the Budgetary Year-End Report for FY 2020/21, approved at the December 14, 2021 Council meeting. These adjustments will be reflected in later Monthly Financial Status Reports.

**CITY OF SANTA CLARA
ENTERPRISE CAPITAL IMPROVEMENT FUNDS
SUMMARY OF EXPENSES**

Fund Description	EXPENSES - FISCAL YEAR 2021/22					Prior Year
	Current Year Appropriation	Prior Year Carryforward	Total Amended Budget	Actual Through 11/30/2021	Percentage Used	Actual Through 11/30/2020
Electric Utility Fund	\$ 49,368,989	\$ 94,324,423	\$ 143,693,412	\$ 15,269,717	10.63%	\$ 16,914,158
Street Lighting ⁽¹⁾	-	5,953,560	5,953,560	61,670	1.04%	6,854
Water Utility Fund	6,285,000	5,815,672	12,100,672	3,579,815	29.58%	3,145,779
Sewer Utility Fund	47,536,944	25,449,390	72,986,334	31,528,512	43.20%	7,303,019
Cemetery Fund	8,409	351,635	360,044	7,303	2.03%	-
Solid Waste Utility Fund	623,700	46,677	670,377	365,163	54.47%	97,134
Water Recycling Fund	50,000	-	50,000	-	0.00%	-
Convention Center Capital Fund	1,724,000	3,500,000	5,224,000	869,543	16.65%	-
TOTAL - CIP Appropriations	\$ 105,597,042	\$ 135,441,357	\$ 241,038,399	\$ 51,681,723	21.44%	\$ 27,466,944

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2021/22, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA
RESERVE BALANCES
November 30, 2021**

DETAIL OF SELECTED FUND RESERVE BALANCES:			
	GENERAL FUND	ELECTRIC	WATER
Budget Stabilization Reserve	\$ 53,103,092		
Capital Projects Reserve	7,630,016		
Land Sale Reserve	22,739,828		
Technology Fee Reserve	1,474,371		
Rate Stabilization Fund Reserve		\$ 44,898,011	
Cost Reduction Fund Reserve		112,838,357	
DVR Power Plant Contracts Reserve		78,163	
Replacement & Improvement			\$ 303,090
TOTALS	\$ 84,947,306	\$ 157,814,531	\$ 303,090

Note: The Capital Projects Reserve includes funding of \$3.2 million set aside for projects programmed in FY 2022/23 through FY 2024/25 in the prior CIP.

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through November 2021. The loan from the General Fund to Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

<u>Fund Receiving Advance/Loan</u>	<u>Fund Making Advance/Loan</u>	<u>Type</u>	<u>Amount of Advance/Commitment</u>
Cemetery	General Fund	Advance	\$ 7,961,149
Parks and Recreation Facilities	General Fund	Loan	8,761,865
TOTALS			\$ 16,723,014

Donations to the City of Santa Clara

Donations received by department during the month of November 2021 and for fiscal year 2021/22 are shown in the table below.

<u>Department</u>	<u>Fiscal Year 2021/22</u>		<u>Designated Use</u>
	<u>Nov-21</u>	<u>Year To Date</u>	
City Manager's Office	\$ -	\$ 115	Help Your Neighbor
Parks & Recreation	200	12,750	Case Management
Parks & Recreation	-	625	Wade Brummal
Police	-	75,000	PD Team 200
TOTALS	\$ 200	\$ 88,490	



City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

November 2021

City of Santa Clara

Monthly Investment Report

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**CITY OF SANTA CLARA
SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of November 30, 2021 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of November 30, 2021.

	<u>COST VALUE</u>	<u>PERCENTAGE</u>
City	\$787,638,293	99.49%
SOSA	11,412	0.00%
HA	<u>4,047,879</u>	<u>0.51%</u>
Unrestricted	\$791,697,584	<u>100.00%</u>
Restricted Bond Proceeds	<u>2,146,343</u>	
Total Investments	<u>\$793,843,927</u>	

On November 30, 2021 the cost value and market value of the City's unrestricted pooled investment portfolio were \$791,697,584 and \$795,733,427 respectively.

Investment Strategy and Market Update

The City's investment strategy for November 2021 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

On July 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of November 30, 2021, 47.92% of the City's portfolio consists of U.S. Treasury Notes, 28.42% consists of Federal Agencies, 5.65% consists of Local Agency Investment Fund (LAIF), 11.12% consists of investment grade Corporate Notes, 2.31% consists of investment grade Supranational Obligations, 1.46% consists of investment grade Asset-Back Securities, 2.31% consists of Negotiable Certificates of Deposit, and 0.52% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.

The City's portfolio yield, including LAIF and money market accounts, was 1.22% and the average maturity of the City's portfolio was 2.05 years.

Traditionally the City has compared the portfolio yield to the 24-month moving average yield of the two-year Treasury Note (Benchmark Yield*). During 2021 annual Investment Policy review, the City evaluated alternate portfolio performance benchmarks in order to establish an independent standard to serve as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. The City began using the 24-Month moving average yield of the ICE BaML 0-5 US Treasury Index as benchmark, effective March 23, 2021.

The City's securities portfolio compared to the ICE BaML 0-5 US Treasury Index (Benchmark) as of November 30, 2021 was as follows:

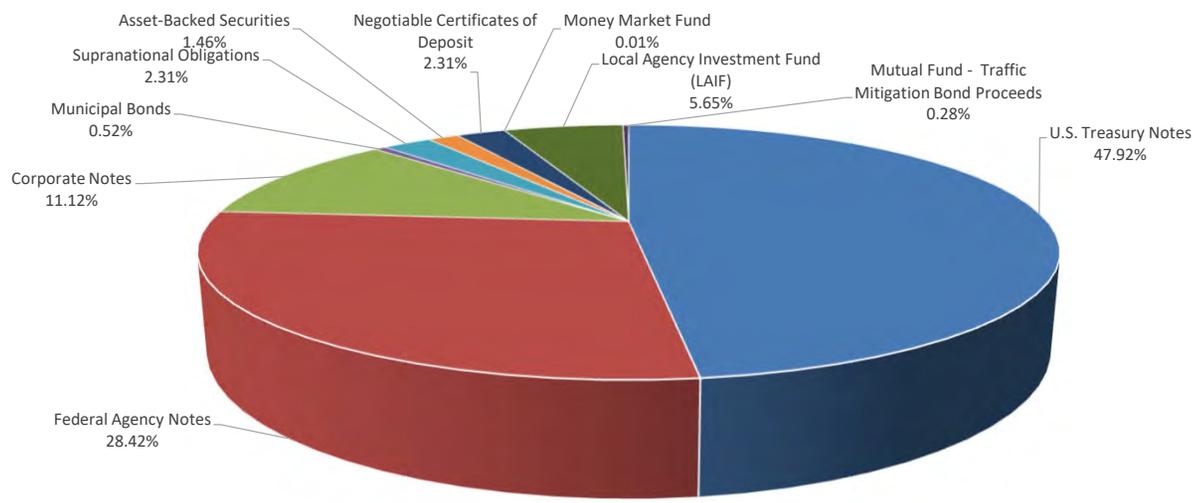
Description	Average Maturity (Years)	Yield to Maturity (At Cost) ¹
Santa Clara Portfolio	2.16	1.31%
Benchmark	2.26	0.40%

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

The Benchmark yield represents the 24-month moving average yield of the ICE BaML 0-5 US Treasury Index.

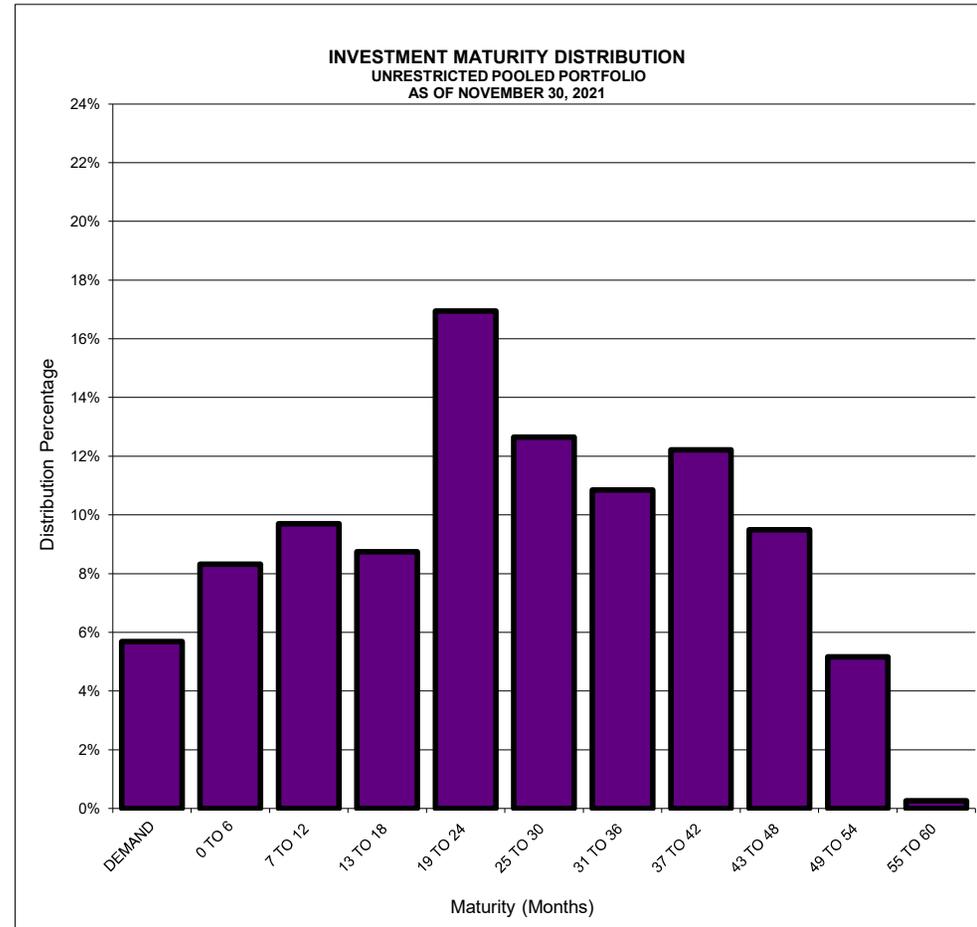
**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS NOVEMBER 30, 2021**

<u>INVESTMENT TYPE</u>	<u>COST VALUE</u>	<u>% OF PORTFOLIO</u>	<u>PER INVESTMENT POLICY</u>
U.S. Treasury Notes	380,434,850	47.92%	No Limit
Federal Agency Notes	225,619,854	28.42%	80%
Corporate Notes	88,275,790	11.12%	15%
Municipal Bonds	4,145,000	0.52%	20%
Supranational Obligations	18,376,628	2.31%	10%
Asset-Backed Securities	11,553,044	1.46%	20%
Negotiable Certificates of Deposit	18,360,000	2.31%	25%
Money Market Fund	70,833	0.01%	10% Per Fund
Local Agency Investment Fund (LAIF)	44,861,585	5.65%	\$75 M
Mutual Fund - Traffic Mitigation Bond Proceeds	2,146,343	0.28%	10% Per Fund
TOTAL INVESTMENTS	\$ 793,843,927	100.00%	



**INVESTMENT MATURITY DISTRIBUTION
AS OF NOVEMBER 30, 2021
UNRESTRICTED POOLED PORTFOLIO**

<u>MATURITY (IN MONTHS)</u>	<u>COST VALUE</u>	<u>NUMBER OF INVESTMENTS</u>	<u>DISTRIBUTION</u>
DEMAND	\$ 44,932,418 (a)	2	5.68%
0 TO 6	65,877,465	12	8.32%
7 TO 12	76,766,586	12	9.70%
13 TO 18	69,222,118	11	8.74%
19 TO 24	134,114,963	23	16.94%
25 TO 30	100,146,685	19	12.65%
31 TO 36	85,920,501	13	10.85%
37 TO 42	96,682,805	15	12.21%
43 TO 48	75,105,628	12	9.49%
49 TO 54	40,828,865	9	5.16%
55 TO 60	2,099,550	1	0.26%
TOTAL	\$ 791,697,584	129	100.00%



Average Maturity of Unrestricted Pool: 2.05 Years

(a) \$20 million is earmarked for the City's Electric Utility power-trading.

City of Santa Clara Monthly Report

11/30/2021

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	1/3/2017	2.000%	12/31/2021	912828U81	5,000,000.00	AA+	11/8/2017	5,016,796.88	1.92%	5,007,600.00	-9,196.88
UNITED STATES TREASURY	1/31/2017	1.875%	1/31/2022	912828V72	5,000,000.00	AA+	2/23/2018	4,878,125.00	2.53%	5,015,100.00	136,975.00
UNITED STATES TREASURY	3/2/2015	1.750%	2/28/2022	912828J43	2,800,000.00	AA+	3/3/2017	2,735,687.50	2.24%	2,811,592.00	75,904.50
UNITED STATES TREASURY	3/31/2017	1.875%	3/31/2022	912828W89	5,000,000.00	AA+	1/24/2018	4,902,343.75	2.37%	5,029,700.00	127,356.25
UNITED STATES TREASURY	5/1/2017	1.875%	4/30/2022	912828X47	5,000,000.00	AA+	1/19/2018	4,901,757.81	2.36%	5,036,950.00	135,192.19
UNITED STATES TREASURY	6/1/2015	1.875%	5/31/2022	912828XD7	5,000,000.00	AA+	6/8/2017	5,024,218.75	1.77%	5,043,350.00	19,131.25
UNITED STATES TREASURY	6/30/2015	2.125%	6/30/2022	912828XG0	25,000,000.00	AA+	12/21/2018	25,448,046.88	1.60%	25,287,000.00	-161,046.88
UNITED STATES TREASURY	7/31/2017	1.875%	7/31/2022	9128282P4	5,000,000.00	AA+	3/26/2018	4,853,515.63	2.59%	5,057,600.00	204,084.37
UNITED STATES TREASURY	8/31/2015	1.875%	8/31/2022	912828L24	5,000,000.00	AA+	9/28/2017	4,991,015.00	1.91%	5,063,100.00	72,085.00
UNITED STATES TREASURY	10/2/2017	1.875%	9/30/2022	9128282W9	5,000,000.00	AA+	4/19/2018	4,820,117.19	2.74%	5,068,950.00	248,832.81
UNITED STATES TREASURY	9/30/2015	1.750%	9/30/2022	912828L57	5,000,000.00	AA+	10/5/2017	4,950,781.25	1.96%	5,063,650.00	112,868.75
UNITED STATES TREASURY	11/2/2015	1.875%	10/31/2022	912828M49	5,000,000.00	AA+	10/25/2017	4,953,515.63	2.07%	5,074,600.00	121,084.37
UNITED STATES TREASURY	11/30/2015	2.000%	11/30/2022	912828M80	5,000,000.00	AA+	12/15/2017	4,960,546.88	2.17%	5,086,350.00	125,803.12
UNITED STATES TREASURY	12/31/2015	2.125%	12/31/2022	912828N30	1,300,000.00	AA+	5/14/2018	1,260,187.50	2.84%	1,325,701.00	65,513.50
UNITED STATES TREASURY	1/15/2020	1.500%	1/15/2023	912828Z29	2,850,000.00	AA+	4/20/2020	2,947,968.75	0.24%	2,888,190.00	-59,778.75
UNITED STATES TREASURY	2/1/2016	1.750%	1/31/2023	912828P38	5,000,000.00	AA+	2/13/2018	4,810,937.50	2.57%	5,084,550.00	273,612.50
UNITED STATES TREASURY	2/29/2016	1.500%	2/28/2023	912828P79	10,000,000.00	AA+	2/27/2018	9,450,000.00	2.68%	10,148,800.00	698,800.00
UNITED STATES TREASURY	3/31/2016	1.500%	3/31/2023	912828Q29	10,000,000.00	AA+	4/10/2018	9,479,290.00	2.62%	10,153,100.00	673,810.00
UNITED STATES TREASURY	3/31/2021	0.125%	3/31/2023	91282CBU4	5,000,000.00	AA+	6/29/2021	4,992,187.50	0.21%	4,984,000.00	-8,187.50
UNITED STATES TREASURY	5/2/2016	1.625%	4/30/2023	912828R28	10,000,000.00	AA+	5/8/2018	9,446,875.00	2.82%	10,175,800.00	728,925.00
UNITED STATES TREASURY	5/31/2016	1.625%	5/31/2023	912828R69	10,000,000.00	AA+	7/16/2018	9,484,375.00	2.76%	10,181,600.00	697,225.00
UNITED STATES TREASURY	7/2/2018	2.625%	6/30/2023	9128284U1	5,030,000.00	AA+	8/26/2021	5,252,616.80	0.22%	5,204,088.30	-48,528.50
UNITED STATES TREASURY	6/30/2016	1.375%	6/30/2023	912828S35	20,000,000.00	AA+	1/17/2019	20,053,710.95	1.31%	20,300,800.00	247,089.05
UNITED STATES TREASURY	7/31/2018	2.750%	7/31/2023	912828Y61	10,000,000.00	AA+	9/18/2018	9,918,710.94	2.93%	10,381,300.00	462,589.06
UNITED STATES TREASURY	8/31/2016	1.375%	8/31/2023	9128282D1	5,000,000.00	AA+	9/12/2018	4,657,031.25	2.87%	5,077,350.00	420,318.75
UNITED STATES TREASURY	9/30/2016	1.375%	9/30/2023	912828T26	7,500,000.00	AA+	11/13/2018	6,947,167.97	3.01%	7,619,850.00	672,682.03
UNITED STATES TREASURY	10/15/2020	0.125%	10/15/2023	91282CAP6	5,260,000.00	AA+	3/26/2021	5,248,288.28	0.21%	5,221,391.60	-26,896.68
UNITED STATES TREASURY	10/31/2016	1.625%	10/31/2023	912828T91	5,000,000.00	AA+	1/25/2019	4,787,695.31	2.58%	5,103,700.00	316,004.69
UNITED STATES TREASURY	11/30/2018	2.875%	11/30/2023	9128285P1	9,745,000.00	AA+	6/23/2021	10,349,875.20	0.32%	10,193,075.10	-156,800.10
UNITED STATES TREASURY	11/30/2016	2.125%	11/30/2023	912828U57	10,000,000.00	AA+	2/28/2019	10,251,562.50	1.57%	10,311,300.00	59,737.50
UNITED STATES TREASURY	1/3/2017	2.250%	12/31/2023	912828V23	5,000,000.00	AA+	3/13/2019	4,957,812.50	2.44%	5,172,050.00	214,237.50
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,000,000.00	AA+	3/26/2021	4,981,445.31	0.26%	4,948,850.00	-32,595.31
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	2,510,000.00	AA+	3/31/2021	2,497,744.14	0.30%	2,484,322.70	-13,421.44
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	11,000,000.00	AA+	6/11/2021	10,972,500.00	0.22%	10,887,470.00	-85,030.00
UNITED STATES TREASURY	1/15/2021	0.125%	1/15/2024	91282CBE0	5,525,000.00	AA+	7/14/2021	5,497,375.00	0.33%	5,468,479.25	-28,895.75
UNITED STATES TREASURY	1/31/2019	2.500%	1/31/2024	9128285Z9	5,000,000.00	AA+	4/14/2020	5,407,421.88	0.34%	5,202,350.00	-205,071.88
UNITED STATES TREASURY	2/28/2017	2.125%	2/29/2024	912828W48	1,625,000.00	AA+	4/15/2021	1,637,941.42	0.31%	1,679,015.00	41,073.58
UNITED STATES TREASURY	4/15/2021	0.375%	4/15/2024	91282CBV2	5,415,000.00	AA+	10/15/2021	5,397,443.55	0.51%	5,375,849.55	-21,594.00
UNITED STATES TREASURY	5/1/2017	2.000%	4/30/2024	912828X70	5,000,000.00	AA+	5/16/2019	4,952,734.38	2.20%	5,157,250.00	204,515.62
UNITED STATES TREASURY	5/15/2014	2.500%	5/15/2024	912828WJ5	6,050,000.00	AA+	8/16/2019	6,332,174.65	1.48%	6,314,445.50	-17,729.15
UNITED STATES TREASURY	6/30/2019	1.750%	6/30/2024	9128286Z8	7,250,000.00	AA+	12/12/2019	7,253,398.44	1.74%	7,437,485.00	184,086.56
UNITED STATES TREASURY	6/30/2017	2.000%	6/30/2024	912828XX3	5,000,000.00	AA+	8/29/2019	5,136,328.13	1.41%	5,162,500.00	26,171.87
UNITED STATES TREASURY	7/15/2021	0.375%	7/15/2024	91282CCL3	5,250,000.00	AA+	9/10/2021	5,246,718.75	0.40%	5,199,757.50	-46,961.25
UNITED STATES TREASURY	7/31/2017	2.125%	7/31/2024	9128282N9	5,000,000.00	AA+	9/10/2019	5,133,315.75	1.56%	5,180,850.00	47,534.25
UNITED STATES TREASURY	8/31/2017	1.875%	8/31/2024	9128282U3	2,985,000.00	AA+	3/10/2020	3,149,640.66	0.62%	3,073,505.25	-76,135.41
UNITED STATES TREASURY	8/31/2019	1.250%	8/31/2024	912828YE4	4,750,000.00	AA+	1/5/2021	4,928,867.19	0.21%	4,811,037.50	-117,829.69
UNITED STATES TREASURY	10/31/2017	2.250%	10/31/2024	9128283D0	10,000,000.00	AA+	11/18/2019	10,290,625.00	1.64%	10,412,900.00	122,275.00

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Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
UNITED STATES TREASURY	11/30/2017	2.125%	11/30/2024	9128283J7	5,000,000.00	AA+	1/6/2020	5,118,945.31	1.62%	5,189,650.00	70,704.69
UNITED STATES TREASURY	1/2/2018	2.250%	12/31/2024	9128283P3	10,000,000.00	AA+	1/7/2020	10,300,781.25	1.62%	10,420,300.00	119,518.75
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	5,000,000.00	AA+	4/22/2020	5,238,671.88	0.37%	5,076,550.00	-162,121.88
UNITED STATES TREASURY	1/31/2020	1.375%	1/31/2025	912828Z52	1,950,000.00	AA+	5/7/2021	2,013,146.48	0.50%	1,979,854.50	-33,291.98
UNITED STATES TREASURY	2/28/2018	2.750%	2/28/2025	9128283Z1	6,200,000.00	AA+	3/6/2020	6,850,757.82	0.61%	6,567,412.00	-283,345.82
UNITED STATES TREASURY	8/31/2020	0.250%	8/31/2025	91282CAJ0	16,330,000.00	AA+	8/2/2021	16,153,942.19	0.52%	15,865,574.80	-288,367.39
UNITED STATES TREASURY	10/31/2020	0.250%	10/31/2025	91282CAT8	5,400,000.00	AA+	10/7/2021	5,285,882.83	0.78%	5,235,246.00	-50,636.83
UNITED STATES TREASURY	11/30/2020	0.375%	11/30/2025	91282CAZ4	4,450,000.00	AA+	11/4/2021	4,327,625.00	1.07%	4,329,538.50	1,913.50
UNITED STATES TREASURY	12/31/2020	0.375%	12/31/2025	91282CBC4	3,820,000.00	AA+	5/3/2021	3,751,956.25	0.76%	3,713,307.40	-38,648.85
UNITED STATES TREASURY	1/31/2021	0.375%	1/31/2026	91282CBH3	8,025,000.00	AA+	11/30/2021	7,817,478.52	1.01%	7,791,151.50	-26,327.02
UNITED STATES TREASURY	2/28/2021	0.500%	2/28/2026	91282CBQ3	8,100,000.00	AA+	8/31/2021	8,027,226.56	0.70%	7,899,687.00	-127,539.56
U.S. Treasury Bond / Note				Subtotal	381,120,000.00			380,434,849.44		386,036,526.95	5,601,677.51
FANNIE MAE	1/9/2017	2.000%	1/5/2022	3135G0S38	5,000,000.00	AA+	10/10/2018	4,845,050.00	3.01%	5,009,000.00	163,950.00
FANNIE MAE	10/6/2017	2.000%	10/5/2022	3135G0T78	5,000,000.00	AA+	1/26/2018	4,890,750.00	2.50%	5,073,950.00	183,200.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	4,950,000.00	AA+	11/25/2020	4,944,357.00	0.29%	4,918,419.00	-25,938.00
FANNIE MAE	11/25/2020	0.250%	11/27/2023	3135G06H1	5,225,000.00	AA+	1/22/2021	5,230,799.75	0.21%	5,191,664.50	-39,135.25
FANNIE MAE	7/8/2019	1.750%	7/2/2024	3135G0V75	15,000,000.00	AA+	12/18/2019	15,566,089.75	0.90%	15,377,400.00	-188,689.75
FANNIE MAE	1/10/2020	1.625%	1/7/2025	3135G0X24	7,500,000.00	AA+	1/22/2020	7,499,025.00	1.63%	7,660,050.00	161,025.00
FANNIE MAE	4/24/2020	0.625%	4/22/2025	3135G03U5	10,000,000.00	AA+	5/7/2020	10,050,600.00	0.52%	9,877,600.00	-173,000.00
FANNIE MAE	11/12/2020	0.500%	11/7/2025	3135G06G3	1,860,000.00	AA+	12/29/2020	1,864,929.00	0.44%	1,818,652.20	-46,276.80
FNMA Medium Term Note				Subtotal	54,535,000.00			54,891,600.50		54,926,735.70	35,135.20
FEDERAL FARM CREDIT BANKS	10/14/2016	1.400%	4/14/2022	3133EGYS8	5,000,000.00	AA+	2/4/2020	4,994,485.00	1.45%	5,024,100.00	29,615.00
FEDERAL FARM CREDIT BANKS	7/19/2019	1.850%	7/19/2022	3133EKVE3	5,000,000.00	AA+	7/17/2019	4,994,300.00	1.89%	5,054,800.00	60,500.00
FEDERAL FARM CREDIT BANKS	8/5/2019	1.850%	8/5/2022	3133EKYJ9	5,000,000.00	AA+	8/13/2019	5,029,800.00	1.64%	5,058,000.00	28,200.00
FEDERAL FARM CREDIT BANKS	11/1/2017	2.080%	11/1/2022	3133EHM91	1,800,000.00	AA+	10/7/2019	1,834,398.00	1.44%	1,830,744.00	-3,654.00
FEDERAL FARM CREDIT BANKS	3/16/2018	2.710%	12/16/2022	3133EJGU7	5,000,000.00	AA+	3/28/2018	5,015,935.00	2.64%	5,129,900.00	113,965.00
FEDERAL FARM CREDIT BANKS	6/19/2018	2.890%	6/19/2023	3133EJSD2	5,000,000.00	AA+	11/28/2018	4,980,250.00	2.98%	5,185,750.00	205,500.00
FEDERAL FARM CREDIT BANKS	1/17/2020	1.600%	7/17/2023	3133ELHZ0	5,000,000.00	AA+	1/16/2020	4,998,200.00	1.61%	5,088,700.00	90,500.00
FEDERAL FARM CREDIT BANKS	8/14/2018	2.900%	8/14/2023	3133EJWV7	5,000,000.00	AA+	9/17/2018	4,977,050.00	3.00%	5,200,850.00	223,800.00
FEDERAL FARM CREDIT BANKS	10/2/2018	3.050%	10/2/2023	3133EJD48	7,575,000.00	AA+	11/27/2018	7,583,620.35	3.02%	7,922,313.75	338,693.40
FEDERAL FARM CREDIT BANKS	11/1/2017	2.200%	11/1/2023	3133EHN25	2,965,000.00	AA+	6/26/2019	3,006,094.90	1.87%	3,057,448.70	51,353.80
FEDERAL FARM CREDIT BANKS	2/27/2019	2.610%	2/27/2024	3133EKBW5	5,000,000.00	AA+	3/20/2019	5,033,150.00	2.47%	5,216,750.00	183,600.00
FEDERAL FARM CREDIT BANKS	4/22/2019	2.450%	7/22/2024	3133EKHV1	5,000,000.00	AA+	9/4/2019	5,250,650.00	1.38%	5,220,300.00	-30,350.00
FEDERAL FARM CREDIT BANKS	11/1/2019	1.650%	11/1/2024	3133EK4Y9	5,000,000.00	AA+	11/8/2019	4,962,850.00	1.81%	5,114,050.00	151,200.00
FEDERAL FARM CREDIT BANKS	1/23/2020	1.650%	1/23/2025	3133ELJM7	7,320,000.00	AA+	5/18/2020	7,466,367.20	0.56%	7,466,180.40	-223,186.80
FEDERAL FARM CREDIT BANKS	5/14/2020	0.500%	5/14/2025	3133ELZM9	10,000,000.00	AA+	5/15/2020	9,982,800.00	0.53%	9,812,300.00	-170,500.00
FEDERAL FARM CREDIT BANKS	6/9/2020	0.500%	6/9/2025	3133ELH23	10,000,000.00	AA+	6/12/2020	9,997,540.00	0.50%	9,803,600.00	-193,940.00
FFCB Medium Term Note				Subtotal	89,660,000.00			90,330,490.45		91,185,786.85	855,296.40
FEDERAL FARM CREDIT BANKS	7/2/2020	0.500%	7/2/2025	3133ELR71	10,000,000.00	AA+	7/14/2020	10,017,640.00	0.46%	9,813,100.00	-204,540.00
FFCB Coupon Note				Subtotal	10,000,000.00			10,017,640.00		9,813,100.00	-204,540.00
FEDERAL HOME LOAN BANKS	11/14/2018	3.000%	12/10/2021	3130AFFN2	5,000,000.00	AA+	2/8/2019	5,068,100.00	2.50%	5,003,750.00	-64,350.00
FEDERAL HOME LOAN BANKS	2/17/2012	2.250%	3/11/2022	313378CR0	5,000,000.00	AA+	3/13/2020	5,150,900.00	0.72%	5,029,750.00	-121,150.00

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FEDERAL HOME LOAN BANKS	8/15/2013	3.125%	9/9/2022	313383WD9	5,000,000.00	AA+	12/12/2018	5,039,800.00	2.90%	5,113,550.00	73,750.00
FEDERAL HOME LOAN BANKS	10/17/2014	2.375%	9/8/2023	3130A3DL5	5,000,000.00	AA+	9/5/2019	5,164,135.00	1.53%	5,165,300.00	1,165.00
FEDERAL HOME LOAN BANKS	12/9/2013	3.375%	12/8/2023	3130A0F70	5,000,000.00	AA+	1/8/2019	5,147,870.00	2.73%	5,278,300.00	130,430.00
FEDERAL HOME LOAN BANKS	1/16/2015	2.250%	12/8/2023	3130A3VC5	5,000,000.00	AA+	3/12/2020	5,282,425.00	0.72%	5,167,000.00	-115,425.00
FEDERAL HOME LOAN BANKS	5/8/2014	2.875%	6/14/2024	3130A1XJ2	5,000,000.00	AA+	11/20/2019	5,270,205.00	1.64%	5,268,800.00	-1,405.00
FEDERAL HOME LOAN BANKS	11/6/2014	2.750%	12/13/2024	3130A3GE8	5,000,000.00	AA+	3/12/2020	5,461,300.00	0.77%	5,280,300.00	-181,000.00
FHLB Medium Term Note				Subtotal	40,000,000.00			41,584,735.00		41,306,750.00	-277,985.00
FREDDIE MAC	5/7/2020	0.375%	5/5/2023	3137EAER6	5,000,000.00	AA+	5/8/2020	5,014,545.00	0.28%	4,996,050.00	-18,495.00
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	1,640,000.00	AA+	9/4/2020	1,640,761.21	0.24%	1,632,324.80	-8,436.41
FREDDIE MAC	9/4/2020	0.250%	9/8/2023	3137EAEW5	4,295,000.00	AA+	9/4/2020	4,293,582.65	0.26%	4,274,899.40	-18,683.25
FREDDIE MAC	10/16/2020	0.125%	10/16/2023	3137EAEY1	3,270,000.00	AA+	10/16/2020	3,257,802.90	0.25%	3,244,101.60	-13,701.30
FREDDIE MAC	2/14/2020	1.500%	2/12/2025	3137EAEPO	5,000,000.00	AA+	5/20/2020	5,226,960.00	0.53%	5,088,750.00	-138,210.00
FREDDIE MAC	9/25/2020	0.375%	9/23/2025	3137EAEX3	9,390,000.00	AA+	9/25/2020	9,361,736.10	0.44%	9,143,136.90	-218,599.20
FHLMC Medium Term Note				Subtotal	28,595,000.00			28,795,387.86		28,379,262.70	-416,125.16
INTER-AMERICAN DEVELOPMENT BANK	9/23/2021	0.500%	9/23/2024	4581X0DZ8	11,065,000.00	AAA	9/23/2021	11,056,811.90	0.52%	10,941,182.65	-115,629.25
INTL BANK OF RECONSTRUCTION AND DEV	4/20/2021	0.126%	4/20/2023	459058JV6	7,335,000.00	AAA	4/20/2021	7,319,816.55	0.23%	7,305,513.30	-14,303.25
Supranational				Subtotal	18,400,000.00			18,376,628.45		18,246,695.95	-129,932.50
CALIFORNIA EARTHQUAKE AUTHORITY	11/24/2020	1.477%	7/1/2023	13017HAK2	1,430,000.00	NR	11/24/2020	1,430,000.00	1.48%	1,446,716.70	16,716.70
LOS ANGELES COMMUNITY COLLEGE DISTRICT C	11/10/2020	0.773%	8/1/2025	54438CYK2	2,715,000.00	AA+	11/10/2020	2,715,000.00	0.77%	2,681,361.15	-33,638.85
Municipals				Subtotal	4,145,000.00			4,145,000.00		4,128,077.85	-16,922.15
3M COMPANY	9/14/2018	3.250%	2/14/2024	88579YBB6	5,000,000.00	A+	11/29/2021	5,241,250.00	1.03%	5,248,850.00	7,600.00
ALPHABET INC	4/27/2016	3.375%	2/25/2024	02079KAB3	5,330,000.00	AA+	11/23/2021	5,642,444.60	0.75%	5,625,708.40	-16,736.20
AMAZON.COM INC	5/12/2021	0.450%	5/12/2024	023135BW5	4,245,000.00	AA	5/12/2021	4,238,802.30	0.50%	4,195,121.25	-43,681.05
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/9/2021	5,340,100.00	0.94%	5,231,650.00	-108,450.00
APPLE INC	11/13/2017	2.750%	1/13/2025	037833DF4	5,000,000.00	AA+	3/29/2021	5,355,200.00	0.84%	5,231,650.00	-123,550.00
BANK OF AMERICA	7/23/2013	4.100%	7/24/2023	06053FAA7	4,070,000.00	A-	9/15/2020	4,482,494.50	0.52%	4,298,001.40	-184,493.10
BANK OF NY MELLON CORP	1/28/2021	0.750%	1/28/2026	06406RAQ0	9,000,000.00	A	2/10/2021	9,025,920.00	0.69%	8,770,050.00	-255,870.00
BRISTOL-MYERS SQUIBB CO	11/13/2020	0.750%	11/13/2025	110122DN5	5,725,000.00	A+	6/30/2021	5,672,673.50	0.96%	5,587,771.75	-84,901.75
HONEYWELL INTERNATIONAL	5/18/2020	1.350%	6/1/2025	438516CB0	5,000,000.00	A	9/8/2021	5,097,900.00	0.82%	5,019,600.00	-78,300.00
JOHNSON & JOHNSON	8/25/2020	0.550%	9/1/2025	478160CN2	5,000,000.00	AAA	9/3/2020	5,023,550.00	0.45%	4,870,400.00	-153,150.00
JPMORGAN CHASE & CO	9/16/2020	0.653%	9/16/2024	46647PBS4	2,675,000.00	A-	9/16/2020	2,675,000.00	0.65%	2,659,110.50	-15,889.50
JPMORGAN CHASE & CO	8/10/2021	0.768%	8/9/2025	46647PCM6	2,340,000.00	A-	8/10/2021	2,340,000.00	0.77%	2,307,965.40	-32,034.60
MASTERCARD INC	12/3/2019	2.000%	3/3/2025	57636QAN4	5,000,000.00	A+	3/9/2021	5,213,450.00	0.91%	5,139,800.00	-73,650.00
MERCK & CO INC	3/7/2019	2.900%	3/7/2024	58933YAU9	5,375,000.00	A+	11/23/2021	5,623,916.25	0.85%	5,609,135.00	-14,781.25
MICROSOFT CORP	2/6/2017	2.875%	2/6/2024	594918BX1	5,000,000.00	AAA	11/29/2021	5,202,600.00	1.00%	5,204,750.00	2,150.00
MICROSOFT CORP	2/12/2015	2.700%	2/12/2025	594918BB9	5,000,000.00	AAA	3/9/2021	5,341,700.00	0.92%	5,239,100.00	-102,600.00
TOYOTA MOTOR CREDIT CORP	1/11/2021	0.450%	1/11/2024	89236THU2	6,100,000.00	A+	1/11/2021	6,099,634.00	0.45%	6,039,610.00	-60,024.00
UNILEVER CAPITAL CORP	9/14/2020	0.375%	9/14/2023	904764BJ5	660,000.00	A+	9/14/2020	659,155.20	0.42%	656,488.80	-2,666.40
Corporate Note				Subtotal	85,520,000.00			88,275,790.35		86,934,762.50	-1,341,027.85

City of Santa Clara Monthly Report

11/30/2021

Description	Issue Date	Coupon Rate	Maturity Date	CUSIP	Par Value	S&P Rating	Settle Date	Cost Value	YTM at Cost	Market Value	Unrealized G/L
CARMAX AUTO OWNER TRUST DISCOVER CARD EXECUTION NOTE TRUST	4/21/2021	0.520%	2/17/2026	14314QAC8	2,375,000.00	AAA	4/21/2021	2,374,488.19	0.52%	2,367,637.50	-6,850.69
HONDA AUTO RECEIVABLES OWNER T	9/27/2021	0.580%	9/15/2026	254683CP8	2,100,000.00	AAA	9/27/2021	2,099,550.39	0.58%	2,072,175.00	-27,375.39
HYUNDAI AUTO RECEIVABLES TRUST	11/24/2021	0.880%	1/21/2026	43815GAC3	1,615,000.00	NR	11/24/2021	1,614,659.56	0.89%	1,614,499.35	-160.21
HYUNDAI AUTO RECEIVABLES TRUST	4/28/2021	0.380%	9/15/2025	44933LAC7	1,575,000.00	AAA	4/28/2021	1,574,834.31	0.38%	1,566,006.75	-8,827.56
TOYOTA AUTO RECEIVABLES OWNER	11/17/2021	0.740%	5/15/2026	44935FAD6	1,245,000.00	AAA	11/17/2021	1,244,722.12	0.75%	1,239,658.95	-5,063.17
	9/27/2021	0.430%	1/15/2026	89239BAC5	2,645,000.00	AAA	9/27/2021	2,644,789.19	0.43%	2,618,523.55	-26,265.64
Asset-Backed Security				Subtotal	11,555,000.00			11,553,043.76		11,478,501.10	-74,542.66
BARCLAYS BANK PLC	2/12/2021	0.290%	2/4/2022	06742TWL6	11,000,000.00	A-1	2/12/2021	11,000,000.00	0.29%	11,003,190.00	3,190.00
HSBC BANK USA NA	2/26/2021	0.250%	2/25/2022	40435RKU4	7,360,000.00	A-1	2/26/2021	7,360,000.00	0.25%	7,361,619.20	1,619.20
Certificate of Deposit				Subtotal	18,360,000.00			18,360,000.00		18,364,809.20	4,809.20
WELLS FARGO PUBLIC INSTITUTION			12/1/2021	992995944	70,832.95		9/1/2020	70,832.95	0.07%	70,832.95	-
LOCAL AGENCY INVESTMENT FUND			12/1/2021		44,861,585.11		9/30/1997	44,861,585.11	0.62%	44,861,585.11	-
DREYFUS TREASURY			12/1/2021		2,146,343.21		10/31/1997	2,146,343.21	0.03%	2,146,343.21	-
Cash Equivalent				Subtotal	47,078,761.27			47,078,761.27		47,078,761.27	-
Grand Total			Count	130	788,968,761.27			793,843,927.08		797,879,770.07	4,035,842.99

FY 2021/22 Budget Amendments

American Rescue Plan Act Fund (102)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue	309,525		Increases the revenue estimate by \$309,526 (from \$25,921,801 to \$26,231,326) based on the actual federal funding associated with the American Rescue Plan Act (ARPA) (five affirmative Council votes required to appropriate additional revenue) .
Fire Department		133,508	Increases the Fire Department allocation to be funded by the ARPA by \$133,508 (from \$11,180,932 to \$11,314,440) based on the actual ARPA allocation to the City of Santa Clara (five affirmative Council votes required to appropriate additional revenue) .
Police Department		176,017	Increases the Police Department allocation to be funded by the ARPA by \$176,017 (from \$14,740,869 to \$14,916,886) based on the actual ARPA allocation to the City of Santa Clara (five affirmative Council votes required to appropriate additional revenue) .
	309,525	309,525	

Electric Utility Capital Fund (591)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Revenue - Developer Contributions / Bowers Avenue Junction	1,250,000	1,250,000	Increases the revenue estimate for Developer Contributions in accordance to a recent agreement and amendment with Vantage Data Centers for substation work and establishes the Bowers Avenue Junction project budget in the amount of \$1.25 million for predesign work of a substation, control building, and off-site transmission facilities (five affirmative Council votes required to appropriate additional revenue) .
	1,250,000	1,250,000	

Fire Department Grant Operating Trust Fund (178)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue / Department of Homeland Security FY2021 Emergency Management Preparedness Grant	22,643	22,643	Establishes a revenue estimate and corresponding grant appropriation for the Department of Homeland Security FY 2021 Emergency Management Preparedness Grant award in the amount of \$22,643 to purchase laptops for the Emergency Operations Center. The equipment will be purchased and the reimbursement will be processed in FY 2021/22 (five affirmative Council votes required to appropriate additional revenue) .
	22,643	22,643	

FY 2021/22 Budget Amendments

Streets and Highways Capital Fund (533)

Department/Item	Source of Funds	Use of Funds	Explanation
Other Agencies Revenue (Grant Funding) / Hetch-Hetchy Trail Phase 1	(790,000)	(790,000)	Decreases the revenue estimate for Other Agencies Revenue and eliminates the Hetch-Hetchy Trail Phase 1 project budget as the project is not feasible at this time and grant funding is no longer anticipated to be received (majority affirmative Council votes required) .
Other Agencies Revenue (Grant Funding) / San Tomas Aquino Creek Trail Underpass	(2,449,000)	(2,449,000)	Decreases the revenue estimate for Other Agencies Revenue and eliminates the San Tomas Aquino Creek Trail Underpass project budget as the project is not feasible at this time and grant funding is no longer anticipated to be received (majority affirmative Council votes required) .
Other Revenue - Street Tree In Lieu Fee / Tree Replacement Project	2,990	2,990	Increases the Other Revenue estimate by \$2,990 to recognize street tree in lieu impact fee revenue collected through November 2021 and appropriates the revenue to the Tree Replacement project. This project supplements the procurement and planting of new City street trees (five affirmative Council votes required to appropriate additional revenue) .
	(3,236,010)	(3,236,010)	



Agenda Report

22-141

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on the Santa Clara Convention Center FY 2021/22 2nd Quarter Financial Status Report

COUNCIL PILLARS

- Promote and Enhance Economic, Housing and Transportation Development
- Enhance Community Engagement and Transparency
- Promote Sustainability and Environmental Protection

BACKGROUND

On February 5, 2019, the City approved an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to operate the Santa Clara Convention Center (SCCC). Spectra began management of the SCCC on March 18, 2019.

Staff is transmitting Spectra’s SCCC status report to Council for compliance with agreement terms.

DISCUSSION

This report transmits for Council information, the Santa Clara Convention Center Financial Status Report for the 2nd quarter ending December 31, 2021, as submitted by Spectra. This report is unaudited and, therefore, subject to change.

As Spectra’s 2nd quarter report indicates, there were 37 events hosted by the Santa Clara Convention Center. Six events took place in October, 15 in November, and 16 in December. The largest event of the quarter was the Holiday Craft Fair held over three days in November that had an estimated 5,000+ guests.

Both Spectra and Levy continue to review staffing levels and expenditures. Based on event needs, staffing levels varied from 10 to 14 throughout the quarter. The vacant Director of Finance position was filled and started in November.

As discussed in the Quarterly report, budget to actual financial results are as follows:

Financial Summary – 2nd Quarter ended December 31, 2021

	Projected in Budget	Actual	Difference
Gross Revenue	\$2,678,155	\$1,945,308	(\$732,847)
Total Expense	2,565,615	1,755,965	809,650
Net Income	\$112,540	\$189,343	\$76,803

Total expenses for the quarter were \$1,755,965, or \$809,650 less than the budgeted amount of

\$2,565,615. There was \$71,709 of other revenue recognized in Q2 primarily from cancelation fees and cellular site revenue.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The net operating income incurred by the Convention Center for the 2nd quarter of FY 2021/22 is \$189,343. This amount does not include any fiscal impact related to TOT, TID, and/or sales tax activity.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Note and file the Santa Clara Convention Center Financial Status Report for the 2nd Quarter ending December 31, 2021, as submitted by Spectra.

Reviewed by: Kenn Lee, Director of Finance

Approved by: City Manager’s Office

ATTACHMENTS

1. SCCC Activity Report for Second Quarter FY 2021/22



FY 2021/22 QUARTERLY REPORT – 2nd Quarter Ended December 31, 2021



January 25, 2022

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Santa Clara Convention Center is strategically located in the heart of Silicon Valley, a prime location for conventions, trade shows and exhibitions. The Santa Clara Convention Center is minutes from hotels, restaurants, Levi’s Stadium, California’s Great America Theme Park, and many of the largest and most influential technology companies in the world, with easy access to freeways and Norman Y. Mineta San Jose International Airport and only 45 miles south of San Francisco. The Convention Center features 100,000 square feet of exhibit space, a 22,400 square foot ballroom, 31 breakout rooms and a 607-seat theater and attracts over 350,000 visitors annually. The facility is an integral economic component of Santa Clara, generating economic benefits through attendee direct and indirect spending and sustaining over 500 local jobs.

For more information, visit www.santaclaraconventioncenter.com.

2nd Quarter Highlights

This quarterly report covers fiscal operation of the Santa Clara Convention Center for the 2nd quarter ended December 31, 2021. This report is unaudited and, therefore, subject to change.



30,787
Total Attendance



37
Total Events



\$1,945,308
Total Revenue

Strategic Highlights

Spectra continues to be actively involved with the City and its consultant, Jones Lang LaSalle (JLL) on the development of a new Destination Marketing Organization (DMO) for Santa Clara. In Q2, Spectra's General Manager worked in conjunction with a DMO Board committee to hire candidates for Discover Santa Clara's vacant Sales Manager positions. Spectra and its partners from Levy, Smart City and Encore continued utilizing the interim booking policy and prospecting new business focused on bringing high impact events to the destination. Sales efforts were aligned with Spectra, Levy and the DMO's overlapping key performance indicators (KPI's). Capital projects were also a focus in Q2 including upgrades to paint, flooring, and a new security camera system. In preparation for reopening in Q2, Spectra began to phase in employees. Employee totals varied from 10 to 14 based on event load and projected revenue generation. All employees were brought back in accordance with California's Rehiring and Retention Law.

Financial Highlights

In Q2, the COVID variants - Delta and Omicron - continued to have an impact on the building. Gross revenue October through December was \$1,945,308 representing 72.64% of the overall budget for revenue. Conversely expenses totaled \$1,755,965, 68.44% of the budgeted expenses for the quarter, resulting in an overall profit of \$189,343 for Q2.

Event Highlights

Thirty-seven events took place during the second quarter; 20 less than the budgeted number of 57. Seventeen events canceled or rescheduled to other dates due to concerns regarding the Delta variant. The first event to take place in the Center since March of 2020 was PCB West in October, a Tradeshow with approximately 500

attendees. The largest event of the quarter was the Holiday Craft Fair held over three days in November that had an estimated 5,000+ guests.

Operational Highlights

- As mentioned above, 37 events took place in the second quarter. Six in October 15 in November, and 16 in December.
- The General Manager (GM) monitored and defined the requirement of staffing levels based on business quantity and projected revenue generation. Therefore, employee enrollment varied from 10 to 14 throughout the quarter.
 - The vacant Director of Finance position was filled and started in November.
 - Staffing levels are discussed with the Contract Administrator on a bi-weekly basis.
 - All employees were provided with a return-to-work orientation outlining the facilities new COVID protocols and procedures.
 - The GM attended multiple meetings with Lotus Marketing, the marketing firm representing Discover Santa Clara, Spectra and Levy. Topics discussed and reviewed included: branding verbiage, branding logo, website upgrades, and sales information
- In November, Silicon Valley Power conducted a shutdown of all electrical components at the Convention Center to make repairs.
- Spectra, Levy, the DMO, the City and JLL continued holding bi-monthly sales meetings to further develop the long-term sales strategy for the Center. The strategy defines goals and responsibilities of Spectra, Levy and the DMO as all partners strive to optimize the building's business and revenues over future years.

Other Noteworthy Highlights

- In Q2, Spectra merged with Oak View Group (OVG) in November following review and approval of the Department of Justice. It is expected that the organization will eventually operate under a different name.
- In December, the GM attended a meeting on Spectra/Oak View updating its vaccination policy:
 - Beginning February 14, 2022, all employees of Spectra/Oak View must be fully vaccinated in order to continue working for the company.
 - GM shared this new requirement with its partners at Encore AV, Smart City, Levy, and the Hyatt.
 - All partners have agreed to honor Spectra/Oak View's new policy.
- The Center and its partners continued to monitor the updated health orders issued by the California Department of Public Health and how they may impact upcoming events.

- The GM served as a panelist for the Silicon Valley Business Journal's (SVBJ) "Future of Santa Clara" online event. The GM met with SVBJ's Editor and then presented the following week.



Financial Summary

Financial Results

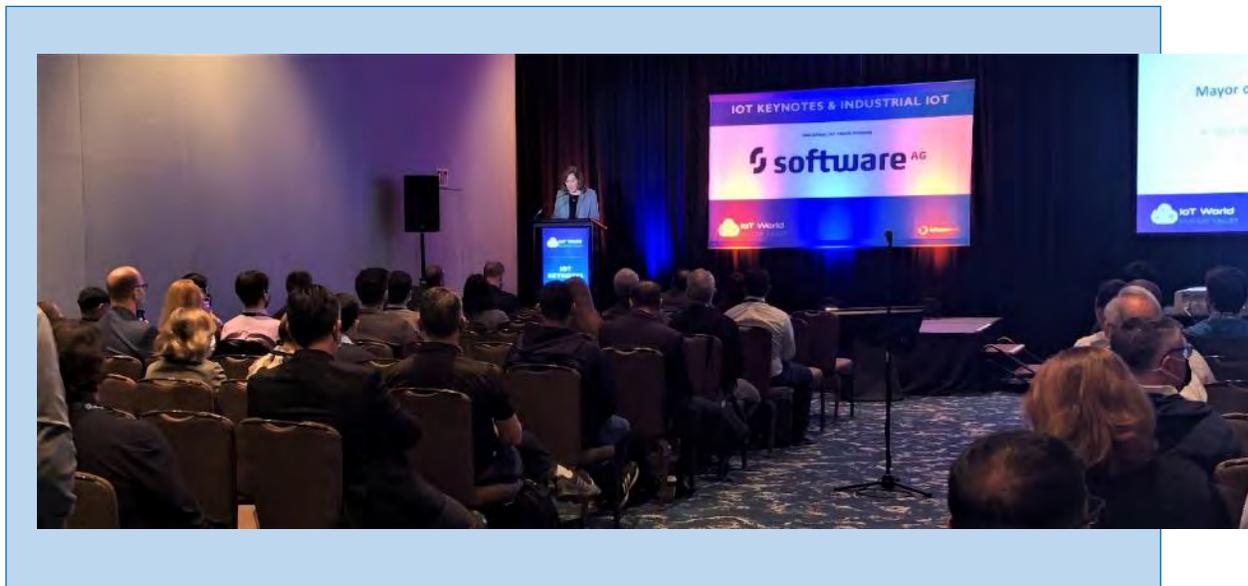
The Convention Center began hosting events again in October. While revenues were impacted by cancelations and postponements due to the Delta variant, Spectra and its partners were still able to generate \$1,945,308 in gross revenue. However, Spectra planned ahead for these possibilities and slowly phased in employees and monitored expenditures in an effort to control losses in the quarter.

Financial Summary – 2nd Quarter ended December 31, 2021

	Projected in Budget	Actual	Difference
Gross Revenue	\$2,678,155	\$1,945,308	(\$732,847)
Total Expense	2,565,615	1,755,965	809,650
Net Income	\$112,540	\$189,343	\$76,803

Total expenses for the quarter were \$1,755,965, or \$809,650 less than the budgeted amount of \$2,565,615. There was \$71,709 of other revenue recognized in Q2 primarily from cancelation fees and cellular site revenue.

The year-to-date expenses were \$2,283,891 and year-to-date net loss was \$321,845.



Income Statement

	PERIOD TO DATE -2nd Quarter			YEAR TO DATE -Ended 12.31.21		
	Budget	Actual	Budget Variance	Budget	Actual	Budget Variance
# of Events	57	37	(20)	57	37	(20)
# of Event Days	0	95	95	0	95	95
Annual Attendance	36,800	30,787	(6,013)	36,800	30,787	(6,013)
Event Revenue						
Rental	\$608,640	\$552,094	(\$56,546)	\$608,640	\$552,094	(\$56,546)
Services	\$69,450	\$16,609	(\$52,841)	\$69,450	\$24,028	(\$45,422)
IT/Telecom	\$185,500	\$305,941	\$120,441	\$185,500	\$305,941	\$120,441
Food & Beverage	\$1,304,577	\$701,639	(\$602,938)	\$1,304,577	\$702,457	(\$602,120)
Audio Visual	\$430,900	\$152,246	(\$278,654)	\$430,900	\$152,246	(\$278,654)
Electrical	\$63,800	\$145,070	\$81,270	\$63,800	\$146,513	\$82,713
Total Event Revenue	\$2,662,867	\$1,873,599	(\$789,268)	\$2,662,867	\$1,883,279	(\$779,588)
Event Expenses						
Services	\$0	\$0	\$0	\$0	\$0	\$0
IT/Telecom	\$137,270	\$208,040	(\$70,770)	\$137,270	\$212,549	(\$75,279)
Food & Beverage	\$1,096,011	\$583,057	\$512,954	\$1,273,997	\$731,522	\$542,475
Audio Visual	\$288,703	\$106,562	\$182,141	\$288,703	\$106,562	\$182,141
Electrical	\$47,850	\$109,572	(\$61,722)	\$47,850	\$109,573	(\$61,723)
Total Event Expenses	\$1,569,834	\$1,007,231	\$562,603	\$1,747,820	\$1,160,206	\$587,614
Net Event Income (Loss)	\$1,093,033	\$866,368	(\$226,665)	\$915,047	\$723,073	(\$191,974)
Other Revenue	\$15,288	\$71,709	\$56,421	\$30,576	\$78,767	\$48,191
Total Revenue	\$1,108,321	\$938,077	(\$170,244)	\$945,623	\$801,840	(\$143,783)
Indirect Expenses						
Executive	\$88,786	\$80,535	\$8,251	\$177,572	\$170,591	\$6,981
Marketing	\$64,112	\$68,235	(\$4,123)	\$128,224	\$112,837	\$15,387
Finance	\$94,500	\$63,030	\$31,470	\$188,999	\$87,548	\$101,451
Event Services	\$60,255	\$36,852	\$23,403	\$120,510	\$58,336	\$62,174
Operations	\$387,882	\$398,660	(\$10,778)	\$775,764	\$456,275	\$319,489
Overhead	\$300,246	\$101,422	\$198,824	\$600,492	\$238,098	\$362,394
Transition Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total Indirect Expenses	\$995,781	\$748,734	\$247,047	\$1,991,561	\$1,123,685	\$867,876
Net Operating Income	\$112,540	\$189,343	\$76,803	(\$1,045,938)	(\$321,845)	\$724,093

Event Statistics

There were 37 events scheduled in Q2 with \$1,873,599 in revenue and \$1,007,231 in expenses. 'Conventions' and 'Consumer Shows' generated the largest amount of revenue in the quarter.

Event Revenue

Event Net Revenue – 2nd Quarter ended December 31, 2021

Event Types	Gross Revenue	Cost of Sales	Net Revenue
Banquets	\$95,043	\$41,787	\$53,256
Meetings	44,616	2,027	42,589
Consumer Shows	249,224	127,035	122,189
Trade Shows	129,047	60,636	68,412
Conventions	1,168,607	721,383	447,224
Special Events	87,343	33,442	53,901
Miscellaneous Events	-	-	-
Sporting Events	99,719	20,921	78,798
Totals	\$1,873,599	\$1,007,231	\$866,367

This quarter, there was a net profit of \$189,343. Revenues were generated by the events hosted and other revenue including cancelation fees. Event expenses of \$1,007,231 were a combination of Levy's labor and indirect expenses as well as expense generated by Encore and Smart City to provide services for contracted events. Year-to-date, the Center's net income is a negative \$321,845.

Partners

Partner Revenue – 2nd Quarter ended December 31, 2021

Partner	Gross Revenue	Cost of Sales	Net Revenue
Levy Restaurants	\$701,639	\$583,057	\$118,582
Smart City (IT services)	305,941	208,040	97,901
ENCORE-AV (AV services)	152,246	106,562	45,684
Electrical	145,070	109,572	35,498
Totals	\$1,304,896	\$1,007,231	297,665

Partner revenue for Q2 was \$1,304,896. The cost of sales was \$1,007,231 for a net profit of \$297,665. Year-to-date, net partner revenue is showing a \$90,006 profit versus budget.

Indirect Expenses

Total indirect expenses were \$748,734 for the quarter.

Departments	Expense Description	Indirect Cost
Executive	Senior personnel	\$80,535
Marketing	Sales and marketing related	68,235
Finance	Finance and Human Resources	63,030
Events	Staffing to manage events	36,852
Operations	Engineering, building services, security, and all other related expenses to operate the building	398,660
Overhead	Non-departmental expenses	101,422
Transition Costs	Costs related to the transition to Spectra	-
Totals		\$748,734

Other Activities

Both Spectra and Levy continued to review staffing levels and expenditures in an effort to mitigate financial losses to the City. Indirect expenses for Q2 were \$247,047 under budget primarily due to overhead expenditures.

Working in conjunction with Levy, the DMO, the City and JLL, the sales team reconfirmed their prospect goals for FY 2021/22. Spectra's goal for the year is to be actively working at least 204 business prospects throughout the fiscal year. As of the end of the second quarter, Spectra's sales team is actively working 222 sales prospects. Applying the goals of the booking strategy, Spectra has put an emphasis on prospecting and generating leads for Priority 3 business. Spectra is aiming to convert 20% of those prospects into tentative¹ business. Of those tentative events, Spectra will work to reach a conversion ratio of 20% into definite² business throughout the fiscal year. Due to COVID three Priority 3 pieces of business have canceled or postponed for this fiscal year, however at the time of this report, the Center sales team still has achieved 100% of its KPI goal for Priority 3 business in FY 21/22. The partners and sales team continue to discuss and identify ideas or concepts that will differentiate the Santa Clara Convention Center from its competitors.

In the second quarter, the GM attended the Convention Center Booking Policy call with board members from both the DMO and TID. The meeting provided discussion and suggestions on how the current booking policy should be updated to address the current business climate.



¹ A tentative is defined as having dates held and/or proposals issued to the client.

² A definite is realized when a client signs its Use License Agreement for an event at Convention Center.

Key Performance Indicators (KPIs)

Gross revenue for Q2 was \$1,945,308, while net revenue was \$189,343 for the quarter. Through the second quarter the event mix shows the Convention Center has hosted 25% of its targeted P3's, 10% of its P4 goal and 19% of its P5 mark. Prospecting numbers remain strong as the Sales Manager continues to focus on bringing new business to the facility. Monthly results of the KPI's for Q2 are included below.

Spectra Venue Management – Santa Clara Convention Center						
Performance Measures						
	2021/22 Target	Q1 & Q2 Results	October	November	December	NOTES
1. Convention Center Gross Revenue	\$8,352,205	\$1,962,045	\$363,142	\$1,182,058	\$400,108	
2. Net Income	(\$646,267)	(\$321,843)	(\$103,067)	\$373,282	(\$80,872)	
3. Number of Room Nights Consumed	6,605	TBD	1,256	TBD	TBD	
4. Economic Impact	\$8,980,044	TBD	TBD	TBD	TBD	
5. Customer Service Survey Results (overall satisfaction)	85%	-	-	-	-	Reported at year-end
6. Event Mix at the Convention Center (consumed)						
Percent of P1 Events	1%	-	0%	0%	0%	
Number of P1 Events	1	-	0	0	0	
Percent of P2 Events	1%	-	0%	0%	0%	
Number of P2 Events	2	-	0	0	0	
Percent of P3 Events	8%	-	6%	19%	25%	
Number of P3 Events	16	-	1	2	1	
Percent of P4 Events	20%	-	5%	10%	10%	
Number of P4 Events	42	-	2	2	0	
Percent of P5 Events	71%	-	2%	9%	19%	
Number of P5 Events	150	-	3	11	15	
7. Community Benefit						
Number of collaborative, community-based events hosted at the Center	1	0	0	0	0	
Percent of Center employees that volunteer in the community	50%	-	-	-	-	Reported at year-end
Percent of small, local and MWBE businesses/vendors	20%	-	-	-	-	Reported at year-end
8. Number of Prospects (active) (non-cumulative)	204	212.5	231	246	222	Average for the year of P3, P4, P5

Forecast

The Center operated at a loss of \$321,845 through Q2 as a result of canceled or rescheduled events. Anticipated losses for the remainder of FY 2021/22 are projected at \$375,326 resulting in an overall loss of \$697,171 for the fiscal year. If these projections hold, the Center will miss its budgeted loss of \$646,267 by a variance of \$50,904. However, this number is fluid and will continue to fluctuate based on the on-going challenges due to COVID-19 variants and the impact of California's mandate for indoor mega events.

SANTA CLARA CONVENTION CENTER					
ROLLING FORECAST					
FY 2021/2022					
	ACTUAL YTD July - Dec FY 2022	FORECAST Jan - June FY 2022	TOTAL PROJECTION FYE 6/30/22	ORIGINAL BUDGET FYE 6/30/2	VARIANCE
# OF EVENTS	37	109	146	211	(65)
DIRECT EVENT INCOME	\$669,514	\$1,579,699	\$2,249,213	\$2,144,697	\$104,516
ANCILLARY INCOME	53,559	467,643	521,202	1,012,652	(491,450)
TOTAL EVENT INCOME	723,073	2,047,342	2,770,415	3,157,349	(386,934)
OTHER INCOME	78,767	-	78,767	61,150	17,617
EXECUTIVE	170,591	182,426	353,017	332,143	(20,874)
MARKETING	112,837	156,302	269,139	245,052	(24,087)
FINANCE	87,548	220,700	308,248	365,547	57,299
EVENTS OPERATIONS	58,336	148,704	207,040	228,558	21,518
OPERATIONS	456,275	1,036,260	1,492,535	1,492,492	(43)
OVERHEAD	238,098	678,276	916,374	1,200,974	284,600
INDIRECT EXPENSES	1,123,685	2,422,668	3,546,353	3,864,766	318,413
OPERATING NET INCOME (LOSS)	(321,845)	(375,326)	(697,171)	(646,267)	(50,904)
NET INCOME (LOSS)	(\$321,845)	(\$375,326)	(\$697,171)	(\$646,267)	(\$50,904)

FY 2021/22 Capital Improvement Projects (CIP) Budget

CIP Project Updates

Flooring/Painting projects

- The carpet installation project was completed in October as scheduled.
- The polished concrete project in the main lobby was put on hold until the end of December due to required flooring infill work that needed to be completed. The infill work was completed, and the continuation of the polished concrete has resumed. Completion of the polished concrete flooring in the Center is expected to be complete by the end of January.
- The painting refresh project was substantially completed in October as scheduled. The one outstanding item is the paint for the main lobby elevator as there is a delay in shipping.
- Fabric for the wall panels was ordered late in Q1 and arrived early in Q2. Installation of the wall panels are expected to be completed in Q3.
- The installation of the corner guards reached substantial completion in November.
- The installation of the wall bases reached substantial completion in October. Final installation of the wall bases will resume once the polished concrete work has been completed.

Kitchen & Digital Signage projects

- The Center and Levy hosted a site walk for the Request for Bid (RFB) that was released in October. This was a reissue of the work for upgrades to both kitchens, the digital signage project and build outs of the Tech Café and Stand B projects for Levy. Submittals for the RFB were due at the end of October, only one bid was presented which was rejected.
- Spectra hired a third-party project manager to manage the CIP projects. The project manager will be reissuing the digital signage and the Tech Café/Stand B RFBs separately in Q3 & Q4 of FY 21/22.

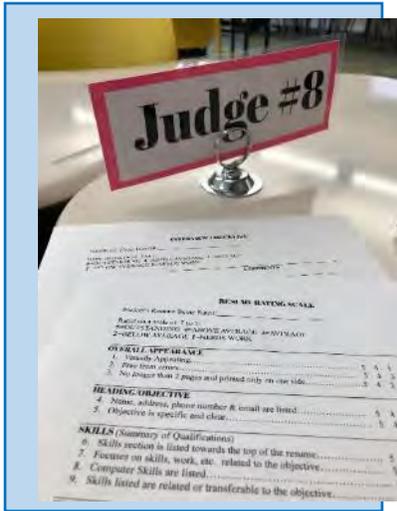


CIP Project Budget

- Levy continues to contribute investments funds as needed for the improvement projects related to the food and beverage operational and service areas.

Proj. #	Project Name	Phase	CITY/SPECTRA REVISED BUDGET	LEVY	TOTAL BUDGET	YTD Exp.	Balance
001	Convention Center HVAC Study	-	\$ -	\$ -	\$ -	\$ -	\$ -
002	Convention Center HVAC - Duct Work	-	\$ -	\$ -	\$ -	\$ -	\$ -
003	Convention Center HVAC - BMS System Upgrade	Completed FY 2019/20	\$ 20,450	\$ -	\$ 20,450	\$ 20,450	\$ -
004	Convention Center HVAC Portable A/C Units	Completed FY 2020/21	\$ 75,350	\$ -	\$ 75,350	\$ 75,350	\$ -
005	Convention Center Security System	Completed FY 2021/22	\$ 177,381	\$ -	\$ 177,381	\$ 89,575	\$ 87,806
006	Convention Center Lobby Roof (Glass Pyramids) Assessment and Repair	Completed FY 2021/22	\$ 480,787	\$ -	\$ 480,787	\$ 479,300	\$ 1,487
007	Convention Center Building Envelope Repair - Terrace Building Front	-	\$ -	\$ -	\$ -	\$ -	\$ -
008	Convention Center Interior Digital Signage and Display System	Procurement	\$ 855,386	\$ -	\$ 855,386	\$ 43,039	\$ 812,347
009	Convention Center Interior Paint	Implementation	\$ 694,994	\$ -	\$ 694,994	\$ 542,457	\$ 152,537
010	Convention Center Door Replacements	-	\$ -	\$ -	\$ -	\$ -	\$ -
011	Convention Center Facility Lighting Project	-	\$ -	\$ -	\$ -	\$ -	\$ -
012	Convention Center Riding Vacuum Purchase	Completed FY 2019/20	\$ 31,238	\$ -	\$ 31,238	\$ 31,238	\$ -
013	Convention Center Carpet Replacement	Implementation	\$ 1,628,720	\$ 241,856	\$ 1,870,576	\$ 395,988	\$ 1,474,588
014	Balance - Contingency	-	\$ 145,694	\$ -	\$ 145,694	\$ -	\$ 145,694
015	Kitchen/Tech Café/Stand B	Procurement	\$ -	\$ 1,757,065	\$ 1,757,065	\$ 37,903	\$ 1,719,162
		TOTAL	\$ 4,110,000	\$ 1,998,921	\$ 6,108,921	\$ 1,715,300	\$ 4,393,621

Community Involvement



GM attended the bi-annual Milpitas HS Academy of Travel and Tourism event and acted as a judge for mock interviews with students.

GM worked with the Bill Wilson Center to provide and contract space for its annual Adopt-a-Family drop off and pick-up location for 2021. Expenses for the event will be covered by Spectra and Levy as part of their "Community" KPI's.



GM attended the bi-annual advisory committee meeting for Mission College Extended Opportunity Program & Services (EOPS). The mission of EOPS is to assist students challenged by language, economic, and educational disadvantages. The program provides services to facilitate the successful completion of their academic goals. GM has been a committee member since 2019.



Santa Clara Convention Center

5001 Great America Parkway

Santa Clara, CA 95054

Tel: (408) 748-7000

www.santaclaraconventioncenter.com

General Manager: Kelly Carr



Agenda Report

22-1691

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with TJKM Transportation Consultants for Transportation Modeling Update Services

COUNCIL PILLAR

Deliver and Enhance High-Quality Efficient Services and Infrastructure

BACKGROUND

The Department of Public Works Traffic Division uses transportation modeling to forecast vehicle traffic on roadways based on land development projects and land uses within the General Plan. Model forecasts are used to calculate Level of Service (LOS) and Vehicle Miles Traveled (VMT) in accordance with the City's adopted Transportation Analysis Policy. LOS is a metric based on vehicle delay and is used to measure a project's effect on transportation operations. VMT is a metric based on distance traveled by vehicles and is used to measure a project's environmental impact as required by the California Environmental Quality Act (CEQA).

The model was last updated in 2018 and is due for a comprehensive update to reflect recent changes to the City's land uses and roadway network. This modeling update is included in the Adopted Biennial Capital Improvement Program Budget for FY 2020/21 and FY 2021/22 and these funds will be used to hire a consultant to assist with updating the model.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Statement of Qualifications (SOQ) was conducted as the solicitation method for this procurement, with the award recommendation based on best value. The factors considered in the award were experience of firm, team experience and availability, project approach/workplan, schedule, completion date, and cost.

The City released a SOQ for modeling update services on June 2, 2021. The SOQ was published on the City's e-procurement platform. A total of 40 companies viewed the SOQ, and two proposals were received from the following firms:

- Elite Transportation Group, Inc.
- TJKM Transportation Consultants

The proposals were independently evaluated by a three-member evaluation team with representation from the Department of Public Works. The proposals were evaluated against the above criteria published in the SOQ. Both firms were invited to participate in oral interviews to introduce their key personnel and demonstrate how they would meet the City's requirements.

TJKM Transportation Consultants (TJKM) is recommended for the award of contract as having submitted the best value proposal. TJKM demonstrated a wide range of experience in providing similar services to the City's requirements and have updated models in other Counties such as Napa and Sonoma. Their staffing and project workplan were thorough and comprehensive. References were checked with Solano Transportation Authority and Sonoma County Transportation Authority and both agencies provided positive feedback.

Under the Agreement, TJKM will provide services to update the City's current model. Compensation under the Agreement will be paid on an hourly basis with not to exceed limits and is fixed for the initial two-year term. There is one option to extend the term of the Agreement by one year in the event the project is not completed in the initial term.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The proposed agreement is for a not-to-exceed amount of \$148,951. This amount includes \$135,410 for basic services plus a 10 percent contingency for any potential additional services in the amount not-to-exceed \$13,541. Sufficient funding of \$200,000 is available in the FY 2021/22 Adopted Budget within the existing Model Update capital project (Project No. 1234) in the Streets and Highways Capital Fund.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute an Agreement with TJKM Transportation Consultants for services to provide Transportation Modeling Update Services for an initial two-year term with maximum compensation not-to-exceed \$148,951;
2. Authorize the City Manager to make minor modifications to the Agreement, if necessary; and
3. Authorize the City Manager to execute a one-year option to extend the term of the Agreement, not to exceed three years, at the City's sole discretion, after the initial term and subject to the appropriation of funds.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: City Manager's Office

ATTACHMENTS

1. Agreement with TJKM Transportation Consultants

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TJKM TRANSPORTATION CONSULTANTS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TJKM Transportation Consultants, a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Notice of Exercise of Option to Extend Agreement

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 1, 2022 and terminate on February 29, 2024.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for one (1) additional one-year term through February 28, 2025 ("Option Periods"), subject to the appropriation of funds. See Exhibit D for Notice of Exercise to Option to Extend Agreement Form.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **One Hundred Forty-Eight Thousand Nine Hundred Fifty-One Dollars (\$148,951)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONSULTANT

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent Consultants

and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, Consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works, Carol Shariat
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at CShariat@santaclaraca.gov

And to Consultant addressed as follows:

TJKM Transportation Consultants
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588
and by e-mail at namin@tjkm.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Consultant’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

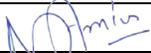
Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TJKM TRANSPORTATION CONSULTANTS
a California corporation

Dated: 12/17/21

By (Signature):  _____

Name: Nayan Amin _____

Title: President _____

Principal Place of Business Address: 4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588 _____

Email Address: namin@tjkm.com _____

Telephone: (925) 463-0611 _____

Fax: (925) 463-3690 _____

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

The following Scope of Services defines the services and responsibilities of Consultant and City to professional transportation planning services for development of CUBE Travel Demand Model.

The Scope of Services, including Exhibit A and Consultant's proposal response dated June 29, 2021 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. GENERAL

- 1.1. Consultant shall provide professional transportation planning services for development of a CUBE Travel Demand Model. Consultant will be expected to deliver complete, high-quality services and products within a reasonable schedule, and to consult and work with the City of Santa Clara ("City") staff who are involved with the Project.
- 1.2. Consultant has an emphasis in transportation planning and/or traffic engineering with documented prior experience and success developing and modifying Travel Demand Models. Consultant has significant experience developing Travel Demand Models of comparable complexity and scale to that of Santa Clara.
- 1.3. The Scope of Services generally includes project management, model assessment, model validation and calibration, development of transportation roadway network and expansion of current Traffic Analysis Zone (TAZ) structure, updating existing and horizon year models, and the development of a baseline model for the City. The result of this project will be a CUBE (Transportation and Land-use Modeling Platform, originally developed by Citilabs, now owned by Bentley) transportation model specific to Santa Clara but consistent with the VTA model and, which captures performance of vehicle, transit, bicycle and pedestrian travel for land use and transportation projects.

2. BACKGROUND

- 2.1. The Valley Transportation Agency (VTA) has recently provided the City with the CUBE travel demand model for Santa Clara County with a base year 2015 and horizon year 2040. As part of a development project, the City validated and calibrated the model based on 2018/2019 traffic data and Travel Survey data on travel modes. Because traffic data and especially transit data collected in 2020/2021 would reflect current transportation conditions as a result of COVID-19, the 2018/2019 validation and calibration represents the best data for establishing existing traffic conditions for the

model at this time. This model has been used and will continue to be used to evaluate transportation conditions for land-use planning and to meet the requirements of the California Environmental Quality Act (CEQA) and the City's Transportation Policy regarding Level of Service. Furthermore, the models will provide transportation data on existing conditions and future conditions for motor vehicles, pedestrian, bicycle, and transit use.

2.2. There are several documents relevant to the scope of services that the City has completed or are currently under development. The Consultant shall review and be familiar with the following documents for successful completion of this project:

- 2.2.1. Pedestrian Master Plan - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/pedestrian-master-plan> ,
- 2.2.2. Bicycle Master Plan - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/bicycle-master-plan-update-2018>,
- 2.2.3. City of Santa Clara 2010-2035 General Plan - <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan>,
- 2.2.4. Transportation Analysis Policy - <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/traffic-engineering/transportation-analysis-policy-update>,
- 2.2.5. Climate Action Plan - <https://www.santaclaraca.gov/our-city/departments-a-f/community-development/planning-division/general-plan/climate-action-plan>,

3. TASKS

Consultant will complete the following tasks:.

3.1. TASK 1: PROJECT INITIATION

- 3.1.1. **Task 1.1 Project Kick-off Meeting:** Upon receipt of a written "Authorization to Proceed" from the City, the City will hold a kick-off meeting with the selected Consultant team to review project scope, data requests, progress reports, deliverables, and timeline. Please note, City staff requires 3 weeks for review and comment on admin. Draft deliverables.
- 3.1.2. **Task 1.2 Staff Coordination with Consultant:** Biweekly face-to-face or conference call project team meetings with Consultant will be held to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

- 3.1.3. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
1.1	<i>Meeting agenda and minutes</i>
1.2	<i>Biweekly meeting minutes, including action items</i>

3.2. TASK 2: EVALUATE INITIAL DATA SET

- 3.2.1. **Task 2.1 Review existing 2018/2019 base year model:** Evaluate the existing conditions model for deficiencies. Although the model has been validated and calibrated in 2020, an evaluation of the model conditions will be required. Provide memorandum to City on recommendations to improve upon the existing conditions model based on Consultant’s expertise. These recommendations will be reviewed by City staff and possibly incorporated into Task 3. A meeting will be held with City staff to discuss Consultant’s proposed recommendations.

- 3.2.2. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
2.1	<i>Draft Technical Memorandum - Existing Conditions Model Recommendations</i> <i>Final Technical Memorandum - Existing Conditions Model Recommendations</i> <i>Meeting agenda and minutes</i>

3.3. TASK 3: CUBE MODEL DEVELOPMENT

- 3.3.1. **Task 3.1 Information Gathering and Identifying Existing Conditions**

- 3.3.1.1. Collect and review employment data stratified by types of employment.
- 3.3.1.2. Collect and review household data stratified by annual household income and household size.
- 3.3.1.3. Additional land use data may be required for bordering cities.
- 3.3.1.4. Control totals, established through the City’s General Plan and the Santa County VTA model.
- 3.3.1.5. Land use development with regional perspective with input from local land use plans, the General Plan and City staff.
- 3.3.1.6. Summarize task findings in Technical Memorandum 3.1: Existing Conditions for review by City staff.

- 3.3.2. **Task 3.2 Update transportation roadway network and Transportation Analysis Zone (TAZ) structure.**
 - 3.3.2.1. Using current and proposed land use information, develop refined roadway network within the Santa Clara expanding the current VTA model roadway network to include local Santa Clara streets not currently in the model as well as planned roadways within Santa Clara.
 - 3.3.2.2. Using current and proposed land use information, expand the current number of TAZs in Santa Clara to incorporate existing land uses and future growth projections.
 - 3.3.2.3. Summarize task in Technical Memorandum 3.2: Refined Transportation Roadway Network and updated TAZ structure for review by City staff.
 - 3.3.2.4. A meeting with City staff will be required to discuss roadway and TAZ modifications proposed by the Consultant.

- 3.3.3. **Task 3.3 Using Big Data to update the trip matrices in the model:**
 - 3.3.3.1. Use Big Data (Mobile Phone Location-Based Data) to optimize travel patterns in the model. This will vastly improve the ability of the model to forecast reliable traffic volumes and VMT. Summarize task in the Technical Memorandum 3.3: Use of Big Data to optimize OD Trip Tables for review by City staff.

- 3.3.4. **Task 3.4 Development of model scenarios to include:** Existing conditions, Baseline (Existing + Approved projects) conditions and 2040 Future forecast for the following time periods:
 - 3.3.4.1. 4-hour AM peak period
 - 3.3.4.2. 4-hour PM peak period
 - 3.3.4.3. 6-hour midday
 - 3.3.4.4. 10-hour evening and night
 - 3.3.4.5. 1-hour AM peak. This will include Dynamic Traffic Assignment using Cube Avenue to better predict traffic queuing and delays.
 - 3.3.4.6. 1-hour PM peak. This will include Dynamic Traffic Assignment using Cube Avenue to better predict traffic queuing and delays.

- 3.3.5. **Task 3.5 Model Documentation:** Documentation shall be thorough and provide methodology and steps used to update the model, in order to be able to replicate in the future.

- 3.3.6. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
3.1	<i>Draft Technical Memorandum - Existing Conditions Final Technical Memorandum - Existing Conditions</i>
3.2	<i>Draft Technical Memorandum - Refined Transportation Roadway Network and updated TAZ structure Final Technical Memorandum - Refined Transportation Roadway Network and updated TAZ structure Meeting agenda and minutes</i>
3.3	<i>Memorandum on the use of Big Data to optimize OD Trip Tables</i>
3.4	<i>CUBE Model Files- 2018/2019 Existing Conditions Model, Baseline Conditions Model, and 2040 Forecast Year Model</i>
3.5	<i>Draft Technical Memorandum - Final Model Documentation Final Technical Memorandum - Final Model Documentation</i>

3.4. TASK 4: VISTRO Modeling and Staff Training

3.4.1. **Task 4.1 Existing conditions VISTRO model:** The City is interested in evaluating intersection Level of Service (LOS) for approximately 40 intersections using the VISTRO software. The City will collaborate with the Consultant to develop the final list of study intersections. The Consultant shall develop a VISTRO model for the City, so the City can evaluate AM and PM peak hour intersection LOS for the study intersections. The City will provide a SYNCHRO model which can be used as a baseline model to be converted into VISTRO. Additional edits and additions will be needed to update the baseline SYNCHRO model to be converted to a VISTRO file. Thus, the VISTRO file will build upon the SYNCHRO model provided by the City. Consultant shall document intersections to be modeled in VISTRO and have the City review and refine. The City will provide current traffic count data and signal timing sheets. Please include up to three rounds of review of the VISTRO model by the City and refinements to be made by the Consultant.

3.4.2. Task 4.2 Modeling Training

3.4.2.1. The City does not employ a full-time transportation modeler and will be contracting modeling for the City. However, modeling training may be included as a task to transfer knowledge from the Consultant to City staff. During model development, and when completed, City staff will work with

Consultant to schedule training, up to two (2) sessions, on the model.

3.4.2.2. Training should focus on knowledge transfer, including but not limited,,: key model assumptions; general operability of the model; assessing project impacts. Screen line analysis, model validation and reasonableness checks, and displaying and exporting model results.

3.4.3. **Task Deliverables:** Consultant will complete the following deliverables for each task specified in this section:

Task	Deliverable
4.1	<i>List of intersections to be modeled in VISTRO for City's review and comment. Existing Conditions VISTRO model</i>
4.2	<i>One or Two training sessions on the contents and model functionality</i>

4. INVOICING REQUIREMENTS

4.1. Consultant will invoice the City on a monthly basis for services performed for by Consultant during the preceding month and shall provide the invoice in a format approved by the City, including but not limited to supporting documentation, and is subject to verification and approval by the City.

4.2. City will pay Consultant within thirty (30) days of City's receipt or an approved invoice.

4.3. Invoices will include, at a minimum, the following:

- 4.3.1. Date work was provided;
- 4.3.2. Describe the Task services were provided for;
- 4.3.3. Description of work performed;
- 4.3.4. Deliverables completed; and
- 4.3.5. The percentage complete of the Task;
- 4.3.6. Time and materials;
- 4.3.7. Hours for the work performed by Consultant staff;
- 4.3.8. Hourly price/Unit Price;
- 4.3.9. Extended Price; and
- 4.3.10. Total amount of invoice

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

- 1.1. The maximum amount payable for all services provided under this Agreement shall not exceed **One Hundred Forty-Eight Thousand Nine Hundred Fifty-One Dollars (\$148,951)**, during the term of the Agreement. No additional services will be performed unless both Parties execute an amendment outlining the services requested and the compensation agreed for such services.
- 1.2. All payments are based upon City's acceptance of Consultant's performance of services specified in Exhibit A, Scope of Services. City shall have no obligation to pay unless Consultant has successfully completed the work for which payment is due.
- 1.3. The compensation amount is specified below:

Table B1: Total Compensation

Description	Total
Total for All Tasks (See Table B3 for Task Cost Breakdown)	\$ 135,410
Contingency	\$ 13,541
TOTAL MAXIMUM COMPENSATION NOT-TO-EXCEED	\$ 148,951

2. FEES

- 2.1. The City will pay the Consultant based on the fees specified in Table B3 below for services provided:

Table B2: Hourly Rates

Title	Personnel	Hourly Rate
PIC & QA/QC	Nayan Amin	\$250
Project Manager	Vamsee Modugula	\$230
Task Lead	Sandeep Paparaju	\$145
Principal	Ruta Jariwala	\$250
Transportation Planner	Arthur Chen	\$120
Assistant Transportation Planner	Divya Gandhi	\$115
Assistant Transportation Planner	Riya Debnath	\$115
Assistant Transportation Planner	Praveena Samaleti	\$115
Assistant Transportation Engineer	Mitra Fakhry	\$125

2.2. The City will pay the Consultant for each task based on Table B3 below:

Table B3: Task Cost Breakdown

Task #	Task	Hours	Hourly Rate	Total
1	Project Initiation			
1.1	Project Kick-Off Meeting with Consultant			
	- PIC & QA/QC (Nayan Amin)	4	\$250	\$1,000
	- Project Manager (Vamsee Modugula)	8	\$230	\$1,840
1.2	Staff Coordination with Consultant			
	- Project Manager (Vamsee Modugula)	16	\$230	\$3,680
Total for Task 1				\$6,520
2	Evaluate Initial Data Set			
2.1	Review Existing 2018/2019 Base Year Model			
	- Project Manager (Vamsee Modugula)	25	\$230	\$5,750
	- Transportation Planner (Arthur Chen)	10	\$120	\$1,200
Total for Task 2				\$6,950
3	CUBE Model Development			
3.1	Information Gathering and Identify Existing Conditions			
	- Project Manager (Vamsee Modugula)	8	\$230	\$1,840
	- Task Lead (Sandeep Paparaju)	20	\$145	\$2,900
	- Transportation Planner (Arthur Chen)	20	\$120	\$2,400
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300
3.2	Update Transportation Roadway Network and TAZs			
	- Project Manager (Vamsee Modugula)	20	\$230	\$4,600
	- Transportation Planner (Arthur Chen)	40	\$120	\$4,800
	- Assistant Transportation Planner (Riya Debnath)	20	\$115	\$2,300
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300
3.3	Big Data Integration Into the Travel Demand Model			
	- Project Manager (Vamsee Modugula)	72	\$230	\$16,560
	- Transportation Planner (Arthur Chen)	50	\$120	\$6,000
	- Other Direct Costs ¹			\$9,600
3.4	Development of Model Scenarios and Dynamic Traffic Assignment for Peak Hours			
	- Project Manager (Vamsee Modugula)	107	\$230	\$24,610
	- Transportation Planner (Arthur Chen)	49	\$120	\$5,880
	- Assistant Transportation Planner (Divya Gandhi)	40	\$115	\$4,600
	- Assistant Transportation Planner (Riya Debnath)	20	\$115	\$2,300
	- Assistant Transportation Planner (Praveena Samaleti)	20	\$115	\$2,300

Task #	Task	Hours	Hourly Rate	Total
3.5	Model Documentation			
	- Project Manager (Vamsee Modugula)	16	\$230	\$3,680
	- Transportation Planner (Arthur Chen)	20	\$120	\$2,400
Total for Task 3				\$101,370
4	VISTRO Modeling and Staff Training			
4.1	Existing Conditions VISTRO Model			
	-Task Lead (Sandeep Paparaju)	20	\$145	\$2,900
	- Principal (Ruta Jariwala)	8	\$250	\$2,000
	- Assistant Transportation Planner (Praveena Samaleti)	38	\$115	\$4,370
	- Assistant Transportation Engineer	44	\$125	\$5,500
4.2	Modeling Training			
	- Project Manager (Vamsee Modugula)	20	\$230	\$4,600
	- Transportation Planner (Arthur Chen)	10	\$120	\$1,200
Total for Task 4				\$20,570
TOTAL FOR ALL TASKS				\$135,410

3. PRICING

3.1. Pricing is fixed for the Term of the Agreement.

4. INVOICING

4.1. Consultant will invoice the City on a monthly basis for services performed for by Consultant during the preceding month and shall provide the invoice in a format approved by the City, including but not limited to supporting documentation, and is subject to verification and approval by the City.

4.2. City will pay Consultant within thirty (30) days of City's receipt or an approved invoice.

4.3. Invoices will include, at a minimum, the following:

4.3.1. Date work was provided;

4.3.2. Describe the Task services were provided for;

4.3.3. Description of work performed;

4.3.4. Deliverables completed; and

4.3.5. The percentage complete of the Task;

4.3.6. Time and materials;

4.3.7. Hours for the work performed by Consultant staff;

4.3.8. Hourly price/Unit Price;

- 4.3.9. Extended Price; and
- 4.3.10. Total amount of invoice

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.
2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.com

or mailed to:

EBIX Inc.
City of Santa Clara [*insert City department name here]
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

**EXHIBIT D
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT**

AGREEMENT TITLE:	
CONSULTANT:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #
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NEW OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
--	--

Pursuant to Section ___ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	
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For the option term exercised by this Notice, City shall pay Consultant an amount not to exceed the amount set forth above for Consultant's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Approved as to Form: _____ Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771



Agenda Report

22-40

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Agreements with Construction Testing Services, Ninyo and Moore Geotechnical and Environmental Sciences Consultants, Quality Assurance Engineering, and Smith-Emery of San Francisco, for Materials Testing and Special Inspection Services for Public Works Projects

COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

BACKGROUND

The Department of Public Works (DPW) oversees construction management and inspection for various capital projects including pavement rehabilitation; traffic signal and transportation infrastructure; parks; storm drain and sanitary sewer improvements; and building renovations. The inspection also includes the need for quality assurance testing of materials used during construction and special inspections as required by the California Building Code. The City does not have in-house staff or the equipment to perform these tasks and therefore relies on consultants to perform the materials testing and special inspections. The Agreements (Attachments 1, 2, 3, and 4) recommended for approval provide on-call materials testing and special inspection services in support of projects managed by DPW.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Qualifications (RFQ) was conducted as the solicitation method for this procurement. The factors considered in the award were the experience of the firm, staff qualification, availability, project approach, customer references, and cost. The RFQ was advertised in November 2021 and seven proposals were received from the following firms on December 15, 2021.

1. Achievement Engineering Corp.
2. Apex Testing Laboratories, Inc.
3. BSK Associates
4. Construction Testing Services, Inc.
5. Ninyo & Moore Geotechnical & Environmental Sciences Consultants
6. Quality Assurance Engineering, Inc.
7. Smith-Emery of San Francisco

The proposals were independently evaluated by a two-member evaluation team with representation from the Department of Public Works. The proposals were evaluated against the above criteria published in the RFQ. Public Works staff recommended the award of on-call agreements to the following proposer as the top four ranked firms due to their respective performance track record, qualified staffing, and experience:

1. Construction Testing Services, Inc.
2. Ninyo and Moore Geotechnical and Environmental Sciences Consultants
3. Quality Assurance Engineering, Inc.
4. Smith-Emery of San Francisco, Inc.

Based on the Capital Improvement Plan projections and the volume of projects that will be in the construction phase, the estimated need for on-call consultant services for the next two fiscal years is approximately \$376,000. Additionally, Staff requests further agreement capacity of \$44,000 to account for unforeseen needs that may arise as additional projects may be identified, current projects will be further defined, and construction timeframes will be more accurately predicted. Staff requests the approval of agreements with four different consultants so there is flexibility in case one or more of them cannot provide timely services to the City based on workload. Because of this, Staff also requests approval for City Manager authority to shift funding between the agreements as long as the total aggregate of \$420,000 for all agreements is not exceeded. Staff recommends approval of four, three-year agreements, each with a not-to-exceed amount of \$105,000, for a total aggregate not-to-exceed amount of \$420,000.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The combined amount to be paid to all four consultants for materials testing and special inspection services over the three-year term of the agreements is estimated to be \$420,000, subject to future budget appropriations. Funding in the amount of \$189,600 for FY 2021/22 and \$186,000 for FY 2022/23 has been included in the Adopted FY 2021/22 and FY 2022/23 Biennial Operating Budget. Funding beyond FY 2022/23 will be included as part of future year's budget development process.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve and authorize the City Manager to execute an agreement for the Performance of Services with Construction Testing Services, Inc. (\$105,000), Ninyo and Moore Geotechnical and Environmental Sciences Consultants (\$105,000), Quality Assurance Engineering, Inc. (\$105,000), and Smith-Emery of San Francisco, Inc. (\$105,000) to perform on-call materials testing and special inspection services for a combined amount not-to-exceed \$420,000 over the three-year terms of the agreements;

2. Authorize the City Manager to amend agreement not-to-exceed amounts as long as the cumulative total does not exceed \$420,000 subject to annual appropriations; and
3. Authorize the City Manager to exercise up to two one-year extensions for each agreement with no increase in compensation in the event that the work is not completed by the Agreement end dates and make minor modifications to the agreements, if necessary.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: City Manager's Office

ATTACHMENTS

1. Agreement with Construction Testing Services, Inc.
2. Agreement with Ninyo and Moore Geotechnical and Environmental Sciences Consultants
3. Agreement with Quality Assurance Engineering, Inc.
4. Agreement with Smith-Emery of San Francisco, Inc.

**AGREEMENT FOR
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CONSTRUCTION TESTING SERVICES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **CONSTRUCTION TESTING SERVICES, INC.**, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. **Maximum Total Compensation – Agreement:** The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed One Hundred Five Thousand Dollars (\$105,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. **Maximum Compensation – Service Order:** Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Patrick Greenan, President
Construction Testing Services, Inc.
2118 Rheem Drive, Pleasanton, CA 94588
and by email at pgreenan@cts-1.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CONSTRUCTION TESTING SERVICES, INC.
a California corporation

Dated: _____ 2/10/22
By (Signature): _____
Name: Patrick Greenan
Title: President
Principal Place of
Business Address: 2118 Rheem Drive, Pleasanton, CA 94588
Email Address: pgreenan@cts-1.com
Telephone: (925) 462-5151
Fax: (925) 462-5183
"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SERVICE AREAS—SCOPE OF SERVICES

1.1 Materials Testing

- 1.1.1 Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 1.1.2 Sample materials in accordance with applicable standards.
- 1.1.3 Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 1.1.4 Develop reports summarizing the results of laboratory analysis and testing.
- 1.1.5 Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 1.1.6 Review construction material submittals for conformance with plans and specifications.
- 1.1.7 Observe and verify materials at construction sites conform to plans and specifications.
- 1.1.8 Perform testing of in-place materials.
- 1.1.9 Conduct material plant inspections and review plant quality control procedures.
- 1.1.10 Perform material testing services as requested by the City. Work may include, but is not necessarily limited to, the tests as indicated in Attachment 1.

1.2 Special Inspections

- 1.2.1 Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 1.2.2 Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

- 1.2.3 Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City Building Division (Building Division) based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 1.2.4 Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.
- 1.2.5 Bring non-conforming items to the immediate attention of the contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the Building Division immediately by telephone or in person, the City's designated project inspector, and the Engineer or Architect.
- 1.2.6 Complete and sign the Special Inspection Record (yellow card) at the jobsite for each day's inspection and provide a daily handwritten report in a format acceptable to the Building Division. The report shall remain at the jobsite with the contractor for review by the Building Division's Inspector. Daily reports shall contain information as per 1.2.7 below.
- 1.2.7 Furnish weekly reports of inspections directly to the Building Division, Engineer and Architect of Record, City's designated project inspector, and others as designated. The weekly reports are to include the following:
 - 1.2.7.1 Description of inspections made with locations.
 - 1.2.7.2 List of all non-conforming items.
 - 1.2.7.3 Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
 - 1.2.7.4 Itemize changes authorized by Architect, Engineer and Building Division if not included in non-conformance items.
- 1.2.8 Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 1.2.9 Submit a final signed report to the City project representative and/or Building Division stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings,

specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

- 1.2.10 Perform specific special inspections as identified by the designer-of-record or as required by the City.

2. PROCEDURE FOR SERVICE ORDERS

- 2.1 City will provide a description of the desired Work to be performed by Contractor.
- 2.2 Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
 - 2.2.1 The proposed scope of Work;
 - 2.2.2 The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;
 - 2.2.3 A time schedule and total cost for providing the Work; and
 - 2.2.4 Any other information requested by the City.
- 2.3 City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.
- 2.4 If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.
- 2.5 Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").
- 2.6 Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

ATTACHMENT 1
MATERIALS TESTING SERVICES
LISTING

SOILS

- Moisture Content
- Unit Weight
- Maximum Density/Optimum Moisture
- Relative Compaction

Aggregates

- Sieve Analysis
- Unit Weight and Voids
- Soundness
- Abrasion Resistance
- Sand Equivalent
- Durability
- Cleanness

Asphalt Concrete

- Density
- Relative Compaction
- Stability and Flow
- Stabilometer
- Core Thickness
- Asphalt Extraction
- Asphalt Binder Content

Portland Cement Concrete

- Slump
- Unit Weight and Voids
- Air Content
- Compressive Strength (cylinders)
- Compressive Strength (cores)
- Flexural Strength (beams)

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The attached Fee Schedule contains the Contractor rates to be used and is hereby incorporated into this Exhibit B.

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

2022 FEE SCHEDULE - P20893 12/15/2021
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

* FIELD INSPECTION AND LABORATORY SERVICE	Rate/Hour
Steel Visual	\$92.00
Nondestructive - UT, MT, PT	\$92.00
Steel Visual/UT Combination	\$92.00
Concrete ACI	\$92.00
Concrete ICC	\$92.00
Masonry	\$92.00
Fireproofing	\$92.00
Shear Wall Nailing/Framing/Hold Downs	\$92.00
Soil Technician w/Nuclear Gauge and/or Sand Cone <i>(portal-to-portal)</i>	\$98.00
Asphalt Technician <i>(portal-to-portal)</i>	\$98.00
Shoring/Soldier Piers	\$225.00
Roofing & Waterproofing	\$225.00
Multi-Disciplined Inspector	\$225.00
Inspector Requiring G1 Pay Grade	\$275.00
Specialty Inspector or Where Formal Certification is Required	\$225.00
Field Inspector with Special Enhancement	\$225.00
Safety Manager/Safety Inspector/Jobsite Safety Accountability Supervisor (JSAS)	\$500.00
Laboratory Technician	\$225.00
Technician Typist	\$225.00
**PROFESSIONAL ENGINEERING SERVICES	
Principal Engineer (Civil/Structural)	\$300.00
Geotechnical Engineer	\$205.00
Professional Geologist	\$300.00
Consulting Engineer (Civil/Structural)	\$295.00
Associate Engineer, Licensed	\$185.00
Project Manager	\$150.00
Staff Engineer	\$150.00
Field Supervision	\$150.00
ASNT Level III	\$175.00
Drafting	\$160.00
Quality Control Manager	QOR
SPECIAL SERVICES	
Portable and Mobile Laboratories, NDT and Soils	QOR
* Epoxy Bolt/Expansion Anchor - Installation Observation	\$92.00
* Epoxy Bolt/Expansion Anchor Proof Load Testing <i>(portal-to-portal)</i>	\$92.00
* Coring, 1 Person (including equipment) <i>(portal-to-portal)</i>	\$275.00
* Coring, 2 Persons (including equipment) <i>(portal-to-portal)</i>	\$350.00
* Asphalt Coring <i>(portal-to-portal)</i>	\$275.00
Project Research	QOR
Ultrasonic Testing for Non-Metallic Materials	QOR
Pavement Rehabilitation Analysis Using Deflections	QOR
Roof Moisture Survey	QOR
Soil Drilling Equipment	QOR
Geotechnical Site Investigations/Foundation Reports	QOR
Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$300.00
Ultrasonic Pulse Velocity Testing - Equipment Fee \$250/Day <i>(portal-to-portal)</i>	ASTM C597 \$650.00
Floor Flatness Testing FF/FL - Equipment Fee \$115/Day <i>(portal-to-portal)</i>	\$300.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit <i>(portal-to-portal)</i>	ASTM F1869 \$300.00
Relative Humidity Testing - \$75/Kit <i>(portal-to-portal)</i>	ASTM F2170 \$300.00
Ferrosan - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$300.00
GPR - Equipment Fee \$115/day <i>(portal-to-portal)</i>	\$375.00
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$100.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$305.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$305.00
Procedure Qualification Record (PQR) - Standard Procedure (document fee)	\$500.00
Welding Procedure Specification (WPS) - Standard Procedure (document fee)	\$500.00
Welder Qualification Test Record (WQTR) - Standard Procedure (document fee)	\$500.00
DSA Interim Reports	\$185.00
Geotechnical Pad Letter (less than 48 hours notice - \$550)	\$350.00
Final Letter (less than 48 hours notice - \$550)	\$305.00
EXPERT WITNESS TESTIMONY	
Court appearance, per day	\$2,500.00
Court appearance, per half day	\$1,500.00

* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.

**Professional engineering services will be billed in two hour increments.

All fees subject to Basis of Charges

BASIS OF CHARGES

GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request.

ESCALATION

Annually to Comply with DIR Prevailing Wage Requirements (increase starting 1/1/2023 and annually thereafter for contract term). 3%

MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

MISCELLANEOUS CHARGES - *Only Where Applicable*

Notary Services Fee	\$40.00/each
Facsimile Charges. Plus \$1.00/page (n/c for cover page)	\$7.00/minimum
Wireless Router/Data Card for Jobsite Internet	\$135.00/day
iPad Monthly Rental Fee	\$100.00/month
Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.)	At Cost
Parking Fees	At Cost
Air Travel	Cost Plus 10%
Outside Services	Cost Plus 20%
Subsistence (per Union contract)	\$130.00/day
Subsistence Premium: Meal Allowance (over 100 miles one way) (per Union contract)	\$30.00/day
Subsistence Premium: Meal Allowance (over 150 miles one way) (per Union contract)	\$85.00/day
Mileage	Standard Federal Rate
Sample Pickup	\$11.00/each
Weekend Sample Pickup	\$110.00/each
Project Administration	9% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$130 + Test
Samples Made by Others: All Other Tests	\$55.00 + Test
Laboratory Sample Witness Fee	\$130.00
Laboratory Sample Storage Fee (per sample)	\$120.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	\$150.00

TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

All fees subject to Basis of Charges

CONCRETE AND MASONRY TESTS

CONCRETE		Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39/CT521	\$40.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	\$40.00
Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)	ASTM C39	\$150.00
Cylinder molds. 6" x 12" and 4" x 8"	ASTM C470	\$80.00
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	\$100.00
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)	ASTM C42	\$85.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	\$500.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	\$180.00
Flex Beams per Caltrans Test Methods	CT523 and CT524	\$180.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)	ASTM C157	\$165.00
Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)	ACI 506, ASTM C42 and C1140	\$450.00
Shotcrete Pre-Qualification Cores (Compression and Visual)	ACI 506, ASTM C42 and C1140	\$115.00
Shotcrete Production Cores	ASTM C1140	\$115.00
Coefficient of Thermal Expansion	AASHTO T336	\$540.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	\$425.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	\$975.00
Cement Quality Sampling	CBC 2010	\$675.00
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	\$60.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	\$265.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	\$225.00
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room	CBC	\$155.00
Density of Hydraulic Cement	ASTM C188	\$200.00
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	\$160.00
GFRC Pull Test	PCI	\$400.00
GFRC Flexural Test	PCI	\$400.00
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	\$550.00
 MASONRY		
Compressive Testing of Grout (Masonry)	ASTM C1019	\$55.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	\$55.00
Compressive Strength of Masonry Prisms	ASTM C1314	\$110.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	\$200.00
Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	\$55.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)	ASTM C140	\$200.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	\$300.00
Masonry Core Shear Testing	CBC 2105A.4	\$300.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	\$375.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*		\$1,000.00
Mortar Molds. 2" x 4". Single Use	ASTM C67	\$130.00
Mortar or Grout, Stored and Cured, Not Tested (Including Mold)		\$130.00
 AGGREGATES (SOILS AND CONCRETE)		
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	CT202/ASTM C136	\$125.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	CT202/ASTM C136	\$145.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	CT202/ASTM C117	\$165.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117/D1140	\$125.00
Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis	ASTM D6913	\$175.00
Evaluating Cleanness of Coarse Aggregate	CT227	\$175.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88/CT214	\$300.00
Unit Weight of Aggregate	CT212	\$200.00
Clay Lumps and Friable Particles in Aggregates	ASTM C142	\$225.00
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791/CT235	\$400.00
Organic Impurities in Fine Aggregates for Concrete	CT213/ASTM C40	\$400.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127/CT206	\$400.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128/CT207	\$400.00
Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer	ASTM D854	\$400.00
Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine		\$550.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM C131(535) and C211	\$425.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM D5821/CT205	\$425.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM C1252/AASHTO T304A	\$230.00
Durability Index (Fine)	ASTM D2419/CT217	\$255.00
Durability Index (Coarse)	ASTM D3744/CT229	\$255.00
Durability Index (Fine and Coarse)	ASTM D 3744/CT229	\$255.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR
Resistance of Rock to Wetting and Drying	CRD-C169	\$600.00
Aggregate Moisture Content	ASTM C566	\$325.00

*Unusual sample preparation for brick specimen will be charged at the established hourly rate.

All fees subject to Basis of Charges

SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS		Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	\$550.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)	ASTM D4767	\$1,000.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)	ASTM D4767	\$225.00
Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)	ASTM D4767	\$350.00
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	\$325.00
Caltrans Corrosivity Package		\$525.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water	CT643	QOR
Soils and Waters for Sulfate Content	CT417	QOR
Soils and Waters for Chloride Content	CT422	QOR
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	\$600.00
		\$650.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	\$650.00
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	\$550.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318/CT204	\$255.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	\$255.00
Hydrometer Only	ASTM D422	\$550.00
pH of Soils	ASTM D4972	\$500.00
Relative Compaction of Untreated and Treated Soils and Aggregates	CT216	\$260.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer		\$310.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2844/CT301	\$100.00
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2216/CT226	\$125.00
Expansion Index of Soils	D2937	\$125.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D4829	\$125.00
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D5084/CT220	\$575.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D698/D1557	\$350.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4253	\$300.00
Density of Hydraulic Cement	ASTM D4254	\$300.00
Volatile Organic Content	ASTM C188	\$375.00
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8260B	QOR
Total Organic Carbon	EPA 8270C	QOR
ICP Metals Concentration	ASTM 2974/EPA 5310Bm	QOR
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS	EPA 6020 - CAM/CCR 17	QOR
ICP Metals Concentration		QOR
pH	EPA 8015B	QOR
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	EPA 6020	QOR
Chromium Soluble	EPA 9045D	\$550.00
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D5284	QOR
Universal Soil Classification System (USCS) Test	EPA 7196A	QOR
California Bearing Ratio Test	ASTM D2974	\$300.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2487	\$325.00
	ASTM D1883	\$385.00
	ASTM D2166/CT221	\$200.00
ASPHALT		
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172/CT310	\$750.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549/CT308	\$100.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926/CT304	\$285.00
	ASTM D1188 and	
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	D2726/CT308	\$450.00
Bulk Specific Gravity of Core	AASHTO T275	\$75.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931/CT371	\$3,200.00
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444/CT202	\$410.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	\$995.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041/CT309	\$255.00
Measuring the Permeability of Bituminous Pavements and Seal Coats	CT341	QOR
Swell of Bituminous Mixtures	CT305	\$400.00
		\$950.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461/CT307	\$950.00
Stabilometer Value (1 sample)	CT366	\$250.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$300.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	CT382/ASTM D6307	\$300.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven	CT370	\$300.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	\$3,500.00
Compressive Strength of Bituminous Mixtures	ASTM D1074	\$300.00
Hamburg Wheel Track	AASHTO T324	\$3,750.00
Moisture Susceptibility	AASHTO T283	\$3,750.00
Air Voids		\$300.00

* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

** Does not include sample preparation or sieve analysis

All fees subject to Basis of Charges

MATERIALS MECHANICAL TESTS

		Rate/Each
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	\$500.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	\$225.00
Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	\$500.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	\$500.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	\$350.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	\$200.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	\$465.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	\$465.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	\$300.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	\$550.00
Rockwell Hardness of Metallic Materials	ASTM E18	\$165.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	\$350.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	\$350.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	\$400.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	\$400.00
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	\$350.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	\$350.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	\$300.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars	ASTM D3039	\$1,000.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete (Set of 2)	ASTM A416 and A1061	\$1,500.00

FIREPROOFING

Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	\$120.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	\$30.00

CONTACT INFORMATION

Headquarters: 2118 Rheem Drive • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183
Peninsula: 50 California Street, Suite 1500 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357
Oakland: 246 30th Street, Suite 101 • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554
Rocklin: 4400 Yankee Hill Road • Rocklin, CA 95677 • P 916.419.4747 • F 916.419.4774
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718

All fees subject to Basis of Charges

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Department of Public Works]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES
CONSULTANTS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS**, a California corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. **Maximum Total Compensation – Agreement:** The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed One Hundred Five Thousand Dollars (\$105,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. **Maximum Compensation – Service Order:** Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Peter Connolly, PE, GE, Principal Engineer
Ninyo and Moore Geotechnical and Environmental Sciences Consultants
2149 O'Toole Avenue, Suite 30, San Jose, CA 95131
and by email at pconnolly@ninyoandmoore.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

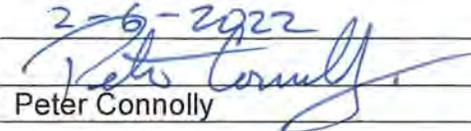
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

**NINYO AND MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES
CONSULTANTS**

a California corporation

Dated: 2-6-2022

By (Signature): 

Name: Peter Connolly

Title: Principal Engineer

Principal Place of Business Address: 2149 O'Toole Ave., Suite 30, San Jose, CA 95131

Email Address: pconnolly@ninyoandmoore.com

Telephone: (408) 435-9000

Fax: (408) 435-9006

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SERVICE AREAS—SCOPE OF SERVICES

1.1 Materials Testing

- 1.1.1 Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 1.1.2 Sample materials in accordance with applicable standards.
- 1.1.3 Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 1.1.4 Develop reports summarizing the results of laboratory analysis and testing.
- 1.1.5 Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 1.1.6 Review construction material submittals for conformance with plans and specifications.
- 1.1.7 Observe and verify materials at construction sites conform to plans and specifications.
- 1.1.8 Perform testing of in-place materials.
- 1.1.9 Conduct material plant inspections and review plant quality control procedures.
- 1.1.10 Perform material testing services as requested by the City. Work may include, but is not necessarily limited to, the tests as indicated in Attachment 1.

1.2 Special Inspections

- 1.2.1 Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 1.2.2 Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

- 1.2.3 Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City Building Division (Building Division) based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 1.2.4 Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.
- 1.2.5 Bring non-conforming items to the immediate attention of the contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the Building Division immediately by telephone or in person, the City's designated project inspector, and the Engineer or Architect.
- 1.2.6 Complete and sign the Special Inspection Record (yellow card) at the jobsite for each day's inspection and provide a daily handwritten report in a format acceptable to the Building Division. The report shall remain at the jobsite with the contractor for review by the Building Division's Inspector. Daily reports shall contain information as per 1.2.7 below.
- 1.2.7 Furnish weekly reports of inspections directly to the Building Division, Engineer and Architect of Record, City's designated project inspector, and others as designated. The weekly reports are to include the following:
 - 1.2.7.1 Description of inspections made with locations.
 - 1.2.7.2 List of all non-conforming items.
 - 1.2.7.3 Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
 - 1.2.7.4 Itemize changes authorized by Architect, Engineer and Building Division if not included in non-conformance items.
- 1.2.8 Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 1.2.9 Submit a final signed report to the City project representative and/or Building Division stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings,

specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

- 1.2.10 Perform specific special inspections as identified by the designer-of-record or as required by the City.

2. PROCEDURE FOR SERVICE ORDERS

- 2.1** City will provide a description of the desired Work to be performed by Contractor.
- 2.2** Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
 - 2.2.1** The proposed scope of Work;
 - 2.2.2** The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;
 - 2.2.3** A time schedule and total cost for providing the Work; and
 - 2.2.4** Any other information requested by the City.
- 2.3** City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.
- 2.4** If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.
- 2.5** Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").
- 2.6** Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

ATTACHMENT 1
MATERIALS TESTING SERVICES
LISTING

SOILS

- Moisture Content
- Unit Weight
- Maximum Density/Optimum Moisture
- Relative Compaction

Aggregates

- Sieve Analysis
- Unit Weight and Voids
- Soundness
- Abrasion Resistance
- Sand Equivalent
- Durability
- Cleanness

Asphalt Concrete

- Density
- Relative Compaction
- Stability and Flow
- Stabilometer
- Core Thickness
- Asphalt Extraction
- Asphalt Binder Content

Portland Cement Concrete

- Slump
- Unit Weight and Voids
- Air Content
- Compressive Strength (cylinders)
- Compressive Strength (cores)
- Flexural Strength (beams)

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The attached Rate Schedule contains the Contractor rates to be used and is hereby incorporated into this Exhibit B.

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

Hourly Rate Schedule

Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist.....	\$	185
Senior Engineer/Geologist/Environmental Scientist.....	\$	165
Senior Project Engineer/Geologist/Environmental Scientist.....	\$	150
Project Engineer/Geologist/Environmental Scientist.....	\$	140
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$	125
Staff Engineer/Geologist/Environmental Scientist.....	\$	115
GIS Analyst.....	\$	110
Field Operations Manager.....	\$	125
Supervisory Technician.....	\$	110
Nondestructive Examination Technician, UT, MT, LP.....	\$	110
Field/Laboratory Technician.....	\$	95
Special Inspector (Asphalt, Concrete, Masonry, Steel, Welding, and Fireproofing).....	\$	95
Technical Illustrator/CAD Operator.....	\$	85
Information Specialist.....	\$	85
Geotechnical/Environmental Assistant.....	\$	80
Data Processing, Technical Editing, or Reproduction.....	\$	70
Administrative Cost.....		10%
Final Affidavit.....	\$	500

Other Charges

Expert Witness Testimony.....	\$	400 /hr
Concrete Coring Equipment (includes one technician).....	\$	160 /hr
PID/FID Usage.....	\$	130 /day
Anchor load test equipment (includes technician).....	\$	105 /hr
Hand Auger Equipment.....	\$	65 /day
Inclinometer Usage.....	\$	40 /hr
Vapor Emission Kits.....	\$	40 /kit
Level D Personal Protective Equipment (per person per day).....	\$	30 /p/d
Rebar Locator (Pachometer).....	\$	30 /hr
Nuclear Density Gauge Usage.....	\$	13 /hr
Field Vehicle Usage.....	\$	12 /hr
Direct Project Expenses.....		Cost plus 15 %
Laboratory testing, geophysical equipment and other special equipment provided upon request.		

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Laboratory Rates

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 180
California Bearing Ratio (CBR), D 1883	\$ 440
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135
Consolidation, D 2435, CT 219	\$ 275
Consolidation – Time Rate, D 2435, CT 219	\$ 70
Direct Shear – Remolded, D 3080	\$ 290
Direct Shear – Undisturbed, D 3080	\$ 250
Durability Index, CT 229	\$ 150
Expansion Index, D 4829, UBC 18-2	\$ 240
Expansion Potential (Method A), D 4546	\$ 180
Expansive Pressure (Method C), D 4546	\$ 180
Geofabric Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 50
Permeability, CH, D 2434, CT 220	\$ 290
pH and Resistivity, CT 643	\$ 160
Proctor Density D 1557, D 698, CT 216, &	\$ 260
AASHTO T-180 (Rock corrections add \$80)	
R-value, D 2844, CT 301	\$ 425
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90
Specific Gravity, D 854	\$ 200
Triaxial Shear, C.D, D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	330
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1188	\$ 90

ROOFING

Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 1100
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 85
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 180

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

CONCRETE

Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 30
Concrete Mix Design Review, Job Spec	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 100
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 100
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 55
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 496	\$ 80

REINFORCING AND STRUCTURAL STEEL

Fireproofing Density Test, UBC 7-6	\$ 70
Hardness Test, Rockwell, A-370	\$ 80
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 205
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 416	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	
No. 8 Rebar	\$ 55
No. 11 Rebar	\$ 75
No. 18 Rebar	\$ 150
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	\$ 105
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80
Tensile Test for Fiberwrap (ASTM D-3039)	\$ 675

ASPHALT CONCRETE

Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 308	\$ 90
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyrotory Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000

AGGREGATES

Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleanness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 165
Durability, Fine, CT 229	\$ 165
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 125
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 125
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 110

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
QUALITY ASSURANCE ENGINEERING, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **QUALITY ASSURANCE ENGINEERING, INC.**, a California corporation doing business as CONSOLIDATED ENGINEERING LABORATORIES (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. **Maximum Total Compensation – Agreement:** The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed One Hundred Five Thousand Dollars (\$105,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. **Maximum Compensation – Service Order:** Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Martin Meier, Senior Project Manager
Consolidated Engineering Laboratories
2001 Crow Canyon Road, Suite 100, San Ramon, CA 94583
and by email at mmeier@ce-labs.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

QUALITY ASSURANCE ENGINEERING, INC.
a California corporation
DBA CONSOLIDATED ENGINEERING LABORATORIES

Dated: 2/3/2022
By (Signature): R. Morse
Name: Robert W. Morse
Title: Senior Vice President
Principal Place of Business Address: 2001 Crow Canyon Road, Suite 200, San Ramon, CA 94583
Email Address: rmorse@ce-labs.com
Telephone: (925) 314-7146
Fax: (888) 222-7132
"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SERVICE AREAS—SCOPE OF SERVICES

1.1 Materials Testing

- 1.1.1 Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 1.1.2 Sample materials in accordance with applicable standards.
- 1.1.3 Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 1.1.4 Develop reports summarizing the results of laboratory analysis and testing.
- 1.1.5 Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 1.1.6 Review construction material submittals for conformance with plans and specifications.
- 1.1.7 Observe and verify materials at construction sites conform to plans and specifications.
- 1.1.8 Perform testing of in-place materials.
- 1.1.9 Conduct material plant inspections and review plant quality control procedures.
- 1.1.10 Perform material testing services as requested by the City. Work may include, but is not necessarily limited to, the tests as indicated in Attachment 1.

1.2 Special Inspections

- 1.2.1 Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 1.2.2 Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

- 1.2.3 Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City Building Division (Building Division) based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 1.2.4 Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.
- 1.2.5 Bring non-conforming items to the immediate attention of the contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the Building Division immediately by telephone or in person, the City's designated project inspector, and the Engineer or Architect.
- 1.2.6 Complete and sign the Special Inspection Record (yellow card) at the jobsite for each day's inspection and provide a daily handwritten report in a format acceptable to the Building Division. The report shall remain at the jobsite with the contractor for review by the Building Division's Inspector. Daily reports shall contain information as per 1.2.7 below.
- 1.2.7 Furnish weekly reports of inspections directly to the Building Division, Engineer and Architect of Record, City's designated project inspector, and others as designated. The weekly reports are to include the following:
 - 1.2.7.1 Description of inspections made with locations.
 - 1.2.7.2 List of all non-conforming items.
 - 1.2.7.3 Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
 - 1.2.7.4 Itemize changes authorized by Architect, Engineer and Building Division if not included in non-conformance items.
- 1.2.8 Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 1.2.9 Submit a final signed report to the City project representative and/or Building Division stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings,

specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

- 1.2.10 Perform specific special inspections as identified by the designer-of-record or as required by the City.

2. PROCEDURE FOR SERVICE ORDERS

- 2.1** City will provide a description of the desired Work to be performed by Contractor.
- 2.2** Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
 - 2.2.1** The proposed scope of Work;
 - 2.2.2** The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;
 - 2.2.3** A time schedule and total cost for providing the Work; and
 - 2.2.4** Any other information requested by the City.
- 2.3** City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.
- 2.4** If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.
- 2.5** Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").
- 2.6** Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

**ATTACHMENT 1
MATERIALS TESTING SERVICES
LISTING**

SOILS

- Moisture Content
- Unit Weight
- Maximum Density/Optimum Moisture
- Relative Compaction

Aggregates

- Sieve Analysis
- Unit Weight and Voids
- Soundness
- Abrasion Resistance
- Sand Equivalent
- Durability
- Cleanness

Asphalt Concrete

- Density
- Relative Compaction
- Stability and Flow
- Stabilometer
- Core Thickness
- Asphalt Extraction
- Asphalt Binder Content

Portland Cement Concrete

- Slump
- Unit Weight and Voids
- Air Content
- Compressive Strength (cylinders)
- Compressive Strength (cores)
- Flexural Strength (beams)

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The attached Fee Schedule contains the Contractor rates to be used and is hereby incorporated into this Exhibit B.

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

CITY OF SANTA CLARA FEE SCHEDULE
ON-CALL SOIL AND MATERIAL TESTING SERVICES

Effective January 1, 2022 through December 31, 2024

ENGINEERING SERVICES	UNIT RATE	UNIT
Principal/Principal Engineer	\$195.00	hour
Geotechnical Engineer	\$195.00	hour
Senior Engineer	\$190.00	hour
Project Engineer/Geologist	\$155.00	hour
Staff Engineer	\$150.00	hour
Assistant Engineer	\$130.00	hour
Field Supervisor	\$130.00	hour
INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$94.00	hour
ICC/AWS Inspector (Visual Only)	\$94.00	hour
ICC Certified Inspector	\$89.00	hour
Proofload Testing/Anchor Installation Inspector	\$89.00	hour
Mechanical Inspector	\$105.00	hour
Electrical Inspector	\$105.00	hour
Plumbing Inspector	\$105.00	hour
OSHPD IFC Premier Certified Firestop Inspector	\$105.00	hour
DSA Masonry/Shotcrete Inspector	\$105.00	hour
Waterproofing Technician	\$105.00	hour
Soils Inspector with Nuclear Gauge (Portal-to-Portal Charges Apply)	\$99.00	hour
SPECIALIZED SERVICES	UNIT RATE	UNIT
Pachometer	\$98.00	hour
In-Place Brick Shear Tests (Masonry) - Two-Person Crew (4-hour minimum)	\$225.00	hour
Ground Penetrating Radar (GPR)		
- One Man Crew	\$240.00	hour
- Two Man Crew	\$350.00	hour
Floor Flatness Testing:		
- Surveying/Inspection	\$170.00	hour
Phased Array Technician	\$135.00	hour
Profileograph Technician	\$135.00	hour
Profileograph Equipment	Quotation on Request	
CORING SERVICES	UNIT RATE	UNIT
Coring Machine Operator	\$200.00	hour
Helper (add per hour)	\$95.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$8.00	inch

Diamond Drill Bit Charges, per inch 6" and over Quotation on Request

CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$250.00	each
Trial Batches, Prepared in Laboratory C192	\$1,400.00	each
Length Change of Concrete (Shrinkage), set of 3, ASTM C157, CT 530	\$425.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$35.00	each
Compression 4x8 Cylinders ASTM C 39	\$30.00	each
Compression, Core (including end preparation), ASTM C 42	\$90.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$39.00	each
Grout Compression, 2X2 Cubes, each age, ASTM C 109	\$39.00	each
Epoxy Grout 2x2 Cube Compression ASTM C 579	\$70.00	each
Cylinders, Stored 60 days (hold cylinders)	\$40.00	each
Splitting Tensile Strength, 6X12 Cylinders, ASTM C 496	\$95.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$95.00	each
Unit Weight of Lightweight Insulating Concrete, ASTM C 495	\$95.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$65.00	each
Flexural Strength of Concrete, ASTM C 78	\$295.00	each
Shotcrete Pre-Production Panel Evaluation, Up to 12" Thick	\$800.00	each
Shotcrete Pre-Production Panel Evaluation, 12" to 24" Thick	\$900.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$95.00	each
Chloride Ion Content, AASHTO T260	\$160.00	each
SOIL MECHANICS	UNIT RATE*	UNIT
Moisture/Density Curve		
Standard Proctor ASTM D 698	\$295.00	each
Modified Proctor ASTM D 1557	\$295.00	each
Checkpoint (ASTM or Caltrans)	\$200.00	each
California Impact, CT 216	\$250.00	each
Rock Correction for Oversize Material, ASTM D4718/CT216	\$125.00	each
Sieve Analysis		

Bulk Sample Gradation, ASTM C 136/ C117/CT202	\$150.00	each	Sulfate Soundness (per sieve size), ASTM C 88	\$195.00	each
Material Finer than #200 Sieve, ASTM C 117	\$95.00	each	Unit Weight of Aggregates, ASTM C 29	\$150.00	each
Soil Mechanics			Flat and Elongated Particles in Coarse Aggregate, ASTM D4791	\$190.00	each
"R" Value, ASTM D 2844/CT 301	\$350.00	each	% Crushed Particles, CT 205	\$110.00	each
Sand Equivalent, ASTM D 2419/CT 217	\$90.00	each	Cleaness Value, CT 227	\$110.00	each
Liquid Limit, Plastic Limit, & P.I. Atter- berg Limits ASTM D4318	\$225.00	each	Sand Equivalent, ASTM D 2419/CT 217	\$135.00	each
California Bearing Ratio, 1 pt. (ASTM D1883)	\$275.00	each	Durability Index (Coarse or Fine Agg) ASTM D 3744/CT 229	\$110.00	each
California Bearing Ratio, 3 pt. (ASTM D1883)	\$755.00	each	Moisture Content of Aggregate ASTM C566	\$25.00	each
California Bearing Ratio, 3 pt. (ASTM D1883) w/ 96 hour soak	\$860.00	each	Potential Alkali Reactivity of Aggregates ASTM C1260	\$1,000.00	each
Moisture-Density Sample Tubes ASTM D2937	\$75.00	each	C33 Coarse Aggregate Qualification Test- ing (ASTM C33)	\$3,150.00	each
AGGREGATES	UNIT RATE*	UNIT	C33 Fine Aggregate Qualification Testing (ASTM C33)	\$2,835.00	each
Sieve Analysis, Bulk Sample Gradation (Coarse & Fine), ASTM C136/C117/CT202	\$125.00	each	HOT MIX ASPHALT (HMA)	UNIT RATE*	UNIT
Sieve Analysis, Material Finer than #200 Sieve, ASTM C 117/CT202	\$95.00	each	Bulk Sp. Gravity of Compacted HMA (Plant Mix) ASTM D2726/ CT 304, CT308	\$100.00	each
Sieve Analysis, Coarse Agg (3" to #4), ASTM C136/CT202	\$75.00	each	Bulk Sp. Gravity of Compacted HMA (Lab Mix) ASTM D2726/ CT 304, CT308	\$110.00	each
Sieve Analysis, Fine Agg (#4 to #200), ASTM C136/CT202	\$75.00	each	Theoretical Max Spec. Gravity (Rice Den- sity) ASTM D2041/ CT 309	\$175.00	each
Specific Gravity (Coarse), ASTM C 127/ CT 206	\$75.00	each	Stabilometer Value including Compac- tion, ASTM D1560/ CT 366, per point	\$180.00	each
Specific Gravity (Fine), ASTM C 128/CT 207	\$75.00	each	Asphalt Content (Ignition Oven Method) ASTM D 6307/ CT382	\$175.00	each
Absorption, Coarse Agg or Fine Agg , ASTM C 127/ASTM C 128	\$95.00	each	Ignition Oven Calibration Factor ASTM D6307/ CT382	\$285.00	each
Uncompacted Void Content of Fine Aggregate CT234	\$160.00	each	Asphalt Content (Solvent Extraction Method) ASTM D2172	\$370.00	each
Organic Impurities in Concrete Sand, ASTM C 40/ CT213	\$150.00	each	Sieve Analysis of Extracted Aggregate, ASTM D5444/CT 202	\$190.00	each
L.A. Rattler, ASTM C 131 or C535/CT 211 (500 rev)	\$295.00	each	Caltrans Complete HMA Tests (Rice or BSG, S-Value, Ignition, Extracted Grada- tion)	\$1,000.00	each
Clay Lumps & Friable Particles ASTM C142	\$160.00	each	Marshall Compaction (Lab Mix), set of 3, ASTM D 6926	\$420.00	each
Fractured Particles in Coarse Agg ASTM D5821	\$175.00	each	Marshall Compaction (Plant Mix), set of 3, ASTM D 6926	\$315.00	each
Lightweight Particles in Aggregate ASTM C123	\$140.00	each	Marshall Flow and Stability, per point, ASTM D 6926	\$90.00	each
Staining of Lightweight Aggregate ASTM C641	\$265.00	each	Effect of Moisture on AC (Tensile Strength Ratio) ASTM D4867/ CT 371	\$1,890.00	each

Swell of Bituminous Mixtures, CT 304/305	\$235.00	each	Samples, Size #11	\$140.00	each
ASPHALTIC CEMENT	UNIT RATE*	UNIT	Samples, Size #14	\$350.00	each
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$98.00	each	Samples, Size #18 (Full Section)	\$550.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$150.00	each	PRESTRESSING STEEL - ASTM A 416	UNIT RATE*	UNIT
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$225.00	each	Uncoated 7 Wire Strand, 1/4" to 1/2"		
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$225.00	each	Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands,	\$100.00	each
Viscosity (Asphalt Institute Method)	\$240.00	each	(add \$ 45.00 per test; for Modulus of Elasticity, add \$ 45.00 per test)		
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$230.00	each	Breaking Strength Only	\$75.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$275.00	each	STRUCTURAL STEEL (mild steel not over one inch thick)	UNIT RATE*	UNIT
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$975.00	each	Tensile Strength, ASTM A 370 (test only)		
MASONRY	UNIT RATE*	UNIT	Samples, Under 1-1/2 square inch in cross section	\$125.00	each
Concrete Blocks			Samples, 1-1/2 square inch and over in cross section	\$175.00	each
Compression, Gross Area, ASTM C 140	\$75.00	each	Chemical Analysis	\$110.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$110.00	each	Bending	\$85.00	each
Compression, Net Area, ASTM C 140	\$85.00	each	Anchor Bolts, ASTM F1554, tensile	\$200.00	each
Absorption and Moisture, ASTM C 140	\$120.00	each	High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Linear Shrinkage ASTM C 426	\$200.00	each	Bolt Assembly Test	\$260.00	each
Dimensional Measurement of Masonry Units ASTM C 140	\$70.00	each	Bolts Proof Load and Ultimate	\$110.00	each
Bricks			Nuts Proof Load	\$60.00	each
Absorption, with saturation Coefficient, ASTM C 67	\$75.00	each	Hardness (Rockwell)	\$30.00	each
Compression, ASTM C 67	\$85.00	each	WELDMENT TESTING (mild steel not over one inch thick)	UNIT RATE*	UNIT
Modulus of Rupture, ASTM C 67	\$40.00	each	Transverse Tensile	\$120.00	each
Grout			Transverse Side Bend	\$80.00	each
Compression, Grout Prisms, ASTM C 1019	\$42.00	each	Transverse Root and Face Bend	\$80.00	each
Compression, Mortar Cylinders, ASTM C 780	\$42.00	each	Macroetch	\$80.00	each
Compression, Composite Prisms, ASTM C 1314	\$150.00	each	0.505" Tensile Specimen	\$125.00	each
Compression, Masonry Core, ASTM C 140	\$75.00	each	Charpy V-Notch Specimen	Quotation on Request	
Shear, Masonry Core, CCR Title 24	\$75.00	each	Preparation of WPS, PQR, or Welder Certificate	\$250.00	each
REINFORCING STEEL - ASTM A 615/A706	UNIT RATE*	UNIT	NONDESTRUCTIVE TESTING	UNIT RATE	UNIT
Tensile Strength and Bend Test			Radiography		
Samples, Size #3 - #10	\$95.00	each	Radiographic Testing-Weld Procedure Qualification (physical testing not included)	\$550.00	each
			Consultation	\$130.00	hour
			One-Person Crew	\$130.00	hour
			Film	\$20.00	each

Magnetic Particle Level III (ASNT)	\$135.00	hour	Time-Consolidation (ASTM D2435)	\$85.00	each
Magnetic Particle Level II (ASNT)	\$130.00	hour	Collapse/Swell (ASTM D4546)	\$100.00	each
Ultrasonic Level III (ASNT)	\$135.00	hour	Unconfined Compressive Strength (ASTM D2166)	\$115.00	each
Ultrasonic Level II (ASNT)	\$130.00	hour	Direct Shear (3 pt.)	\$1,050.00	each
Dye Penetrant Level III (ASNT)	\$135.00	hour	California Bearing Ratio, 1 pt. (ASTM D1883)	\$265.00	each
Dye Penetrant Level II (ASNT)	\$130.00	hour	California Bearing Ratio, 3 pt. (ASTM D1883)	\$630.00	each
ROOFING	UNIT RATE*	UNIT	Water Soluble Sulfate	\$60.00	each
Ply Count and Asphalt by Difference, ASTM D 2829	\$200.00	each	pH (ASTM D4972)	\$80.00	each
Weight Analysis, ASTM D 2829	\$95.00	each	Lab Resistivity	\$100.00	each
FIREPROOFING	UNIT RATE*	UNIT	MISCELLANEOUS GEOTECHNICAL CHARGES	UNIT RATE	UNIT
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$125.00	each	Vehicle Charges (Over 40-Mile Radius)		
Cohesion/Adhesion, ASTM E 736	\$195.00	each	Truck, 2-Wheel Drive	\$0.50	mile
FIRE/LIFE SAFETY SYSTEMS	UNIT RATE*	UNIT	Truck, 4-Wheel Drive	\$0.60	mile
Fire/Life Safety Systems Inspection	\$225.00	hour	All Other Direct Project Expenses (such as contract drilling and backhoe services,		Cost + 15%
Mechanical Engineer	\$275.00	hour	special equipment rental, commercial travel, protective clothing, shipping, etc.)		
Staff Engineer	\$225.00	hour	Clerical Services	\$78.00	hour
Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request		MISCELLANEOUS TESTS & INSPECTIONS	UNIT RATE	UNIT
GEOTEXTILE FABRIC	UNIT RATE*	UNIT	Calibration of Hydraulic Rams	\$250.00	each
Tensile Strength by Grab Method	\$370.00	each	Universal Testing Machine with Technician	\$275.00	hour
Puncture Resistance, Index, ASTM D 4833	\$254.00	each	Instron Testing Machine with Technician	\$275.00	hour
Trapezoidal Tear	\$281.00	each	Windsor Test Probes	Quotation on Request	
Mass Per Unit Area, ASTM D 3776	\$188.00	each	Weld Procedure Review	\$250.00	each
Simulated Asphalt Retention, ASTM D 4830	\$463.00	each	Expert Witness	\$3,000.00	day
Unit Weight Analysis, ASTM S 2329	\$80.00	each	BASIS OF CHARGES	UNIT RATE	UNIT
Ply Count and Void Analysis, ASTM D 2329	\$150.00	each	The proposed unit rates will be in effect through December 31, 2024. Thereafter, the unit rates are subject to an annual increase of five and one-half percent (5.5%) per year to mitigate the annual operating cost increases.		
CEMENT	UNIT RATE*	UNIT	Work Over 8 Hours Per Day	Time and One-Half	
Storage of Grab Sample, 60 days	\$22.00	each	Work Over 12 Hours, Monday through Friday	Double Time	
Cement Content of Hardened Concrete, ASTM C 1084	\$2,460.00	each	Work on Saturdays	Time and One-Half	
GFRC PANEL TEST	UNIT RATE*	UNIT	Work Over 8 Hours on Saturday	Double Time	
Flexural Testing, per P.C.I. Recommended Practice	\$125.00	each	Work on Sundays/Holidays	Double Time	
Pullout Testing of Anchors, per P.C.I. Recommended Practice	\$150.00	each	Swing or Graveyard Shift Premium	\$12.50	hour
Fiberwrap Testing (ASTM D3039)	\$725.00	set			
SPECIALTY GEOTECHNICAL TESTING	UNIT RATE	UNIT			
Sieve Analysis, Minus #200 by Wash ASTM D1140	\$85.00	each			
Consolidation (ASTM D2435, D4546)	\$190.00	each			

Work from 0 to 2 Hours	2-Hour Minimum Billing
Work from 2 to 4 Hours	4-Hour Minimum Billing
Work from 4 to 6 Hours	6-Hour Minimum Billing
Work from 6 to 8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Same-Day Service Call Requests	\$200.00 each
Sample Pick-Up	\$95.00 trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)	2 x Sample Pick-Up Rate
Trip Charge	\$100.00 trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Technician with Nuclear Gauge	Portal-to-Portal
Final Affidavit per each Applicable Per- mit (Request 6 working days in advance)	\$500.00 each
DSA Interim Verified Reports	\$150.00 each
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$20.00 each
Reports on CD	\$150.00 each
Project Engineering and Management	10% of Fees
Credit Card Payment of Fees	2.5% Premium
Certified Payroll Processing	\$150.00 per invoice
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation on Request
Out of Area Services (Beyond 40-Mile Radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.60 mile
Per-diem, Including Lodging	\$120.00 day

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Department of Public Works]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SMITH-EMERY OF SAN FRANCISCO, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **SMITH-EMERY OF SAN FRANCISCO, INC.**, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed One Hundred Five Thousand Dollars (\$105,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. Maximum Compensation – Service Order: Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Patrick Morrison, Vice President
Smith-Emery of San Francisco, Inc.
1940 Oakdale Avenue, San Francisco, CA 94124
and by e-mail at pmorrison@smithemery.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SMITH-EMERY OF SAN FRANCISCO, INC.
a California corporation

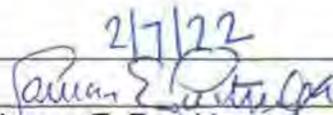
Dated: 2/7/22
By (Signature): 
Name: James E. Partridge
Title: President / Civil Engineer
Principal Place of Business Address: 791 East Washington Blvd., Los Angeles, CA 90021
Email Address: jpartridge@sei.us.com
Telephone: (213) 749-3411
Fax: (213) 741-8620
"CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SERVICE AREAS—SCOPE OF SERVICES

1.1 Materials Testing

- 1.1.1 Obtain samples of materials at construction sites or material supplier locations and transport materials to testing laboratory.
- 1.1.2 Sample materials in accordance with applicable standards.
- 1.1.3 Perform laboratory analysis and testing of materials (in accordance with applicable standards) to determine material characteristics.
- 1.1.4 Develop reports summarizing the results of laboratory analysis and testing.
- 1.1.5 Report on analysis of compliance of materials with relevant plans and specifications and conclude if material is compliant or non-compliant.
- 1.1.6 Review construction material submittals for conformance with plans and specifications.
- 1.1.7 Observe and verify materials at construction sites conform to plans and specifications.
- 1.1.8 Perform testing of in-place materials.
- 1.1.9 Conduct material plant inspections and review plant quality control procedures.
- 1.1.10 Perform material testing services as requested by the City. Work may include, but is not necessarily limited to, the tests as indicated in Attachment 1.

1.2 Special Inspections

- 1.2.1 Provide special inspections and testing per Chapter 17 of the 2016 California Building Code (CBC) or such other code version applicable to the project.
- 1.2.2 Observe the construction work for conformance with the approved design drawings and specifications, and applicable workmanship provisions of the CBC.

- 1.2.3 Perform special inspections on a continuous basis meaning that the special inspector shall be on site in the general area at all times observing the work requiring special inspection. Periodic inspections may be approved by the City Building Division (Building Division) based on a separate written plan reviewed and approved by the City and/or Engineer-of-Record.
- 1.2.4 Coordinate and/or perform required testing. Ensure only approved testing agencies sample, transport and test materials.
- 1.2.5 Bring non-conforming items to the immediate attention of the contractor and note in daily report. If any such item is not resolved in a timely manner or is about to be incorporated into the work, notify the Building Division immediately by telephone or in person, the City's designated project inspector, and the Engineer or Architect.
- 1.2.6 Complete and sign the Special Inspection Record (yellow card) at the jobsite for each day's inspection and provide a daily handwritten report in a format acceptable to the Building Division. The report shall remain at the jobsite with the contractor for review by the Building Division's Inspector. Daily reports shall contain information as per 1.2.7 below.
- 1.2.7 Furnish weekly reports of inspections directly to the Building Division, Engineer and Architect of Record, City's designated project inspector, and others as designated. The weekly reports are to include the following:
 - 1.2.7.1 Description of inspections made with locations.
 - 1.2.7.2 List of all non-conforming items.
 - 1.2.7.3 Indication of how non-conforming items were resolved or indicate unresolved items as applicable.
 - 1.2.7.4 Itemize changes authorized by Architect, Engineer and Building Division if not included in non-conformance items.
- 1.2.8 Ensure that an adequate number of pre-qualified inspection personnel are on the project, based on the intensity of activities, quality of work being performed and the various operations occurring.
- 1.2.9 Submit a final signed report to the City project representative and/or Building Division stating that all items requiring special inspection were fulfilled and reported and, to the best of the inspector's knowledge, in conformance with the approved design drawings,

specifications, approved change orders and the applicable workmanship provisions of the CBC. Items not in conformance, unresolved items or any discrepancies in inspection coverage (i.e.: missed inspections, periodic inspections when continuous was required, etc.) shall be specifically itemized in this report. The report shall be stamped and signed by a licensed Civil Engineer.

- 1.2.10 Perform specific special inspections as identified by the designer-of-record or as required by the City.

2. PROCEDURE FOR SERVICE ORDERS

- 2.1 City will provide a description of the desired Work to be performed by Contractor.
- 2.2 Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:
 - 2.2.1 The proposed scope of Work;
 - 2.2.2 The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;
 - 2.2.3 A time schedule and total cost for providing the Work; and
 - 2.2.4 Any other information requested by the City.
- 2.3 City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.
- 2.4 If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.
- 2.5 Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").
- 2.6 Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

ATTACHMENT 1
MATERIALS TESTING SERVICES
LISTING

SOILS

- Moisture Content
- Unit Weight
- Maximum Density/Optimum Moisture
- Relative Compaction

Aggregates

- Sieve Analysis
- Unit Weight and Voids
- Soundness
- Abrasion Resistance
- Sand Equivalent
- Durability
- Cleanness

Asphalt Concrete

- Density
- Relative Compaction
- Stability and Flow
- Stabilometer
- Core Thickness
- Asphalt Extraction
- Asphalt Binder Content

Portland Cement Concrete

- Slump
- Unit Weight and Voids
- Air Content
- Compressive Strength (cylinders)
- Compressive Strength (cores)
- Flexural Strength (beams)

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The attached Fee Schedule contains the Contractor rates to be used and is hereby incorporated into this Exhibit B.

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

Fee Schedule

INSPECTIONS			
Activity			Rate
	Earthwork and Paving Inspection	Hour	\$102.00
	Concrete Inspection	Hour	\$102.00
	Masonry Inspection	Hour	\$102.00
	Steel Shop/Field - Visual and Non-Destructive Testing Inspection	Hour	\$102.00
	Waterproofing Inspection	Hour	\$102.00
	Fireproofing Inspection	Hour	\$102.00
LAB TESTING			
Activity			
	Cylinder Pick-up		NO CHARGE
	Cylinders, Beams & Cores		
	Compression Test, 6" x 12" Cylinders, Including Hold, ASTM C 39, each	Each	\$25.00
	Masonry Grout Compression Test (ASTM C1019)	Each	\$25.00
	Core Compression Test	Each	\$30.00
	Flexure Test, 6" x 6" Beams, ASTM C 78, each	Each	\$125.00
	Slump		NO CHARGE
	Unit Weight and Voids		NO CHARGE
	Air Content		NO CHARGE
	Shrinkage		
	Length Change (3 bars, 4 readings, up to 90 days), ASTM C 157 Modified	Each	\$315.00
Activity			
	Soils		
	Sieve Analysis, Fine or Coarse, ASTM C 136, each	Each	\$110.00
	ASTM C 117/D1140 Material Finer than #200 sieve, each	Each	\$45.00
	Hydrometer Analysis, ASTM D 422, each	Each	\$150.00
	Specific Gravity for Soils, ASTM D 854, each	Each	\$115.00
	Atterberg Limits, ASTM D 4318	Each	\$145.00
	Moisture-Density relations of Soils, ASTM D 1557	Each	\$295.00
Activity			
	Aggregate Base & Asphalt		
	Absorption, Coarse, ASTM C 127, each	Each	\$75.00
	Fine, ASTM C 128, each	Each	\$75.00
	Specific Gravity, Bulk SSD Coarse, ASTM C 127, C 117, each	Each	\$115.00
	Fine, ASTM C 128, each	Each	\$115.00
	Cleanness Value, Calif. 227, each	Each	\$95.00

Fee Schedule

	Sand equivalent (average of 3) Calif., ASTM D 2419, each	Each	\$105.00
	Durability factor, Calif. 229 - Coarse, each	Each	\$95.00
	Durability factor, Calif. 229 - Fine, each	Each	\$95.00
	Sodium or Magnesium soundness, (5 cycles) ASTM C 88, each	Each	\$250.00
	Abrasion (Los Angeles Rattler) ASTM C 131/C535, each	Each	\$225.00
	"R" (Resistance) Value, Calif 301, ASTM D 2844, each	Each	\$275.00
	"R" (Resistance) Value, lime treated or requiring recombining, each	Each	\$400.00
	CA. Bearing Ratio, ASTM D 1833, each	Each	\$600.00
	Percent Flat/Elongated C119, ASTM D 4791	Each	\$105.00
Activity			
	Asphaltic Concrete		
	Stability Tests: Hveem, Pre-mixed, Calif. 304/366, each	Each	\$250.00
	Stability Tests: Hveem, Lab-mixed, Calif. 304/366, each	Each	\$400.00
	Maximum Density: Hveem, Pre-mixed, Calif. 304/308, each	Each	\$200.00
	Maximum Density: Hveem, Lab-mixed, Calif. 304/308, each	Each	\$300.00
	Gradation on extracted sample (including wash), Calif. 202/ASTM D 5444, each	Each	\$145.00
	Maximum Theoretical Specific Gravity, ASTM 2041, each	Each	\$207.75
	Ignition Oven, % Asphalt, Calif. 382, each	Each	\$125.00
	Asphalt Core Density, each	Each	\$45.00
	Percent Air Void in Paving Mixture	Each	\$130.00

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

22-41

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Agreements with CSG Consultants, CPM Associates, and Propcon Corp dba APC International, for Construction Management and Inspection Services for Public Works Projects

COUNCIL PILLAR

Manage Strategically Our Workforce Capacity and Resources

BACKGROUND

The Department of Public Works (DPW) provides construction management and inspection services for both capital and development projects. This effort involves a wide variety of projects such as pavement rehabilitation; traffic signal systems, signing and striping; parks; storm drain and sanitary sewer improvements; and building renovations. When numerous projects are in the construction phase concurrently, DPW does not have the necessary staffing to support all the projects so consultant resources are required.

The purpose and scope of these agreements (Attachments 1,2 and 3) is to provide on-call construction management and inspection services to supplement City staff for various Public Works projects.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Qualifications (RFQ) was conducted as the solicitation method for this procurement. The factors considered in the award were the experience of the firm, staff qualification, availability, project approach, and customer references. The RFQ was advertised in December 2021 and seven proposals were received from the following firms on December 21, 2021.

1. Bellecci & Associates, Inc.
2. CPM Associates, Inc.
3. CSG Consultants, Inc.
4. MCK Americas, Inc.
5. Propcon Corp dba APC international
6. SNG & Associates, Inc.
7. Swinerton Management & Consulting

The proposals were independently evaluated by a three-member evaluation team with representation from DPW. The proposals were evaluated against the above criteria published in the RFQ. DPW staff recommended the award of on-call agreements to the following proposer as the top three ranked firms due to their respective performance track record, qualified staffing, and experience:

1. CSG Consultants, Inc.
2. CPM Associates, Inc.
3. Propcon Corp dba APC International

Based on Capital Improvement Plan projections and the volume of projects that will be in the construction phase, the estimated need for on-call consultant services for the remainder of the current fiscal year and the next two fiscal years is approximately \$738,000. Staff requests the approval of agreements with three different consultants so there is flexibility in case one or more of them cannot provide timely services to the City based on workload.

Staff recommends the approval of three, three-year agreements, each with an initial not-to-exceed amount of \$246,000, for a total not-to-exceed amount of \$738,000. Staff requests approval for City Manager authority to shift funding between the agreements to provide flexibility as the project support needs are matched to the consultant best suited for the scope of work and schedule. Staff also requests City Manager authority to exercise up to two, one-year extensions for each agreement and increase aggregate agreement amounts up to maximum compensation of \$1,050,000 to account for unforeseen project needs as additional projects will be identified, current projects will be further defined, and construction timeframes will be more accurately predicted in the future.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The amount to be paid to consultants for construction management and inspection services over the three-year term of the agreements is initially estimated to be \$738,000 (divided evenly between the three agreements with each agreement at \$246,000). Funding in the Public Works Capital Project Management Fund in the amount of \$342,270 is available in the current fiscal year (FY 2021/22) and \$196,115 is available in FY 2022/23 for a total of \$538,385 in the current Biennial Adopted Operating Budget. The anticipated future appropriation for FY 2023/24 that will coincide with the third year of the agreement initial terms is estimated at no less than \$200,000. The total three-year anticipated budget amount is therefore a combined \$738,385. Since the Capital Improvement Program Budget is still under development, additional projects may be identified, current projects will be further defined, and construction timeframes will be more accurately predicted. As a result, additional budget needs may be identified and incorporated into future budget requests. Funding for the agreements beyond the current Adopted Operating Budget is subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s

Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve and authorize the City Manager to execute agreements for the Performance of Services with, CPM Associates, Inc. (\$246,000), CSG Consultants, Inc. (\$246,000) and Propcon Corp. (\$246,000), to perform on-call construction management and inspection services for a combined amount not-to-exceed \$738,000 over the initial three-year terms of the agreements;
2. Authorize the City Manager to exercise up to two, one-year extensions for each agreement and make minor modifications to the agreements, if necessary; and
3. Authorize the City Manager to adjust compensation amounts between the three agreements and to amend agreement not-to-exceed amounts up to an aggregate amount of \$1,050,000 subject to budget appropriations.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: City Manager's Office

ATTACHMENTS

1. Agreement with CPM Associates, Inc.
2. Agreement with CSG Consultants, Inc.
3. Agreement with Propcon Corp. DBA APC International, Inc.

**AGREEMENT FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CPM ASSOCIATES, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **CPM ASSOCIATES, INC.**, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. **Maximum Total Compensation – Agreement:** The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed Two Hundred Forty-Six Thousand Dollars (\$246,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. **Maximum Compensation – Service Order:** Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Ismael G. Pugeda, CEO
CPM Associates, Inc.
1663 Mission Street, Suite 425
San Francisco, CA 94103
and by e-mail at ismaelp@cmpservices.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CPM ASSOCIATES, INC.
a California corporation

Dated: _____

By (Signature): _____

Name: Ismael G. Puga

Title: CEO

Principal Place of Business Address: 1663 Mission Street, Suite 425, San Francisco, CA 94103

Email Address: ismaelp@cpmservices.com

Telephone: (415) 543-6515

Fax: (415) 543-6570

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SCOPE OF SERVICES

The Contractor will provide professional construction management and inspection consulting services pursuant to individual Service Orders.

Contractor responsibilities include the following: a) qualifications of staff that will be assigned; b) ability to respond to deadlines in a timely manner; c) experience working as a consultant for a City jurisdiction; and d) ability to manage projects with minimal oversight, including proactive communications across all project participants, and maintenance of project schedules. Contractor is an extension of City staff; therefore Contractor shall follow all City established policies and procedures related to the services performed.

The consulting services shall include, but not be limited to, the following:

1.1 Field Inspection

- 1.1.1 Develop and maintain familiarity with the City's Standard Details and Specifications
- 1.1.2 Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- 1.1.3 Develop and maintain familiarity with relevant permits and permit conditions
- 1.1.4 Inspect, monitor and ensure the quality of work
- 1.1.5 Verify work is in compliance with plans and specifications
- 1.1.6 Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- 1.1.7 Monitor quantity of work in place
- 1.1.8 Anticipate issues and work pro-actively to resolve them
- 1.1.9 Monitor safety of construction operations
- 1.1.10 Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)
- 1.1.11 Inspect work areas for impacts to public safety and convenience and resolve issues identified

- 1.1.12 Verify work is in compliance with stormwater regulations and requirements
- 1.1.13 Develop punchlist(s) of incomplete and/or deficient work
- 1.1.14 Interact with the public
- 1.1.15 Verify construction contractor is updating as-builts
- 1.1.16 Monitor and document construction contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- 1.1.17 Perform preliminary and final inspections

1.2 Coordination

- 1.2.1 Coordinate work activities and issue resolution with City Departments
- 1.2.2 Coordinate work activities and issue resolution with other public agencies (if applicable)
- 1.2.3 Ensure construction contractor complies with all relevant permits and permit conditions
- 1.2.4 Coordinate work activities and issue resolution with utility owners
- 1.2.5 Coordinate work activities and issue resolution with materials testing provider(s)
- 1.2.6 Coordinate work activities and issue resolution with the City's special inspections consultant
- 1.2.7 Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)
- 1.2.8 Attend pre-construction meeting
- 1.2.9 Attend regularly scheduled meetings
- 1.2.10 Attend issue-specific meetings

1.3 Reporting and Management

- 1.3.1 Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; construction contractor manpower, equipment and materials; weather; key issues; etc.). Daily reports shall be entered directly into e-Builder.
- 1.3.2 Prepare and communicate a Weekly Statement of Working Days

- 1.3.3 Review and/or process construction contractor submittals using e-Builder submittal process
- 1.3.4 Review and/or process construction contractor RFIs using e-Builder RFI process
- 1.3.5 Review and/or process construction contractor requests for substitution
- 1.3.6 Maintain photographic documentation for work progress and issue management
- 1.3.7 Provide weekly project status updates to City
- 1.3.8 Direct and notify construction contractor for any non-compliance, track all incidences, and work with construction contractor to correct as soon as practicable
- 1.3.9 Prepare, review and/or process field directives
- 1.3.10 Review construction contractor pay requests, resolve issues, and recommend payment amounts. Pay requests will be processed through e-Builder.
- 1.3.11 Develop and distribute draft and final meeting minutes as required
- 1.3.12 Track all materials testing and maintain log of events and results
- 1.3.13 Track and/or monitor tracking of all building code and special inspections and reports
- 1.3.14 Monitor construction contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
- 1.3.15 Track and maintain documentation related to LEED certification requirements
- 1.3.16 Review, monitor and report on construction contractor's schedule status (on-schedule, ahead, behind)
- 1.3.17 Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
- 1.3.18 Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation. Potential change orders will be processed through e-Builder.
- 1.3.19 Provide independent cost estimates for potential contract changes as required

- 1.3.20 Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work
- 1.3.21 Review construction contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- 1.3.22 Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- 1.3.23 Manage the construction inspection and management team to ensure successful completion of services, and within budget
- 1.3.24 Develop and maintain familiarity with e-Builder and the City of Santa Clara's specific implementation of e-Builder for construction phase activities
- 1.3.25 Support City in fully utilizing e-Builder for construction management and construction inspection processes and documentation

1.4 Land Surveying

- 1.4.1 Perform topographic surveys to determine and verify locations and elevations of existing/proposed improvements, structures and topographic features including utility valves/vaults, etc.
- 1.4.2 Determine locations of property lines, boundaries, easements, and rights-of-way
- 1.4.3 Prepare legal descriptions and plat maps for easements and/or property and right-of-way boundaries
- 1.4.4 Create plat maps from existing legal descriptions
- 1.4.5 Establish and adjust benchmarks
- 1.4.6 Perform research and survey work related to public and private land ownership, public easements, etc.
- 1.4.7 Prepare and interpret deeds and descriptions
- 1.4.8 Establish horizontal and vertical controls
- 1.4.9 Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
- 1.4.10 Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents (if requested)

1.4.11 Perform quality assurance checks of construction contractor-provided survey work

1.4.12 Provide construction staking (if requested)

2. PROCEDURE FOR SERVICE ORDERS

2.1 City will provide a description of the desired Work to be performed by Contractor. City will indicate to Contractor if any City staff (part-time or full-time) is available to participate in delivering the Work. (Refer to Section 3 below regarding staffing coordination.)

2.2 Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:

2.2.1 The proposed scope of Work;

2.2.2 The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;

2.2.3 A time schedule and total cost for providing the Work; and

2.2.4 Any other information requested by the City.

2.3 City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.

2.4 If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.

2.5 Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").

2.6 Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

3. STAFFING IN COORDINATION WITH CITY

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Contractor should therefore anticipate the possibility that City staff will need to be

integrated into the construction management and inspection team. This will necessarily displace Contractor staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Contractor; however, in case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Contractor will be requested to propose on a complete team to perform all of the desired scope of services.

4. RESPONSIBILITIES OF CITY

The City shall provide City's Public Works Standard Details and Specifications for construction.

The City shall provide related/needed Storm Drain, Electric, Water, Sewer and Recycled Water Block Book Maps and record drawings (if available).

The City shall provide user licenses/logins for Contractor staff to access and use e-Builder, the City's enterprise project management system. All construction phase documentation shall be developed and/or stored in e-Builder.

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The hourly rates are inclusive of all incidental costs, including but not limited to, travel time, vehicle costs, materials, equipment, administration and overhead.

Position	Maximum Hourly Rate (2022)
CPM Associates, Inc.	
Project Manager	\$240
Resident Engineer I	\$180
Resident Engineer II	\$200
Resident Engineer III	\$220
Construction Inspector I	\$145
Construction Inspector II	\$160
Construction Inspector III	\$175
Electrical Inspector	\$190
Scheduler / Claims Analyst I	\$180
Scheduler / Claims Analyst II	\$220
Office Engineer I	\$120
Office Engineer II	\$150
Office Engineer III	\$175

Position	Maximum Hourly Rate (2022)
Towill	
Survey Task Lead	\$250
Party Chief	\$168
PMIT	
e-Builder Consultant (Principal)	\$175

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Department of Public Works]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CSG CONSULTANTS, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **CSG CONSULTANTS, INC.**, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed Two Hundred Forty-Six Thousand Dollars (\$246,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. Maximum Compensation – Service Order: Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Nourdin Khayata, Vice President
CSG Consultants, Inc.
3150 Almaden Expressway, Suite 255
San Jose, CA 95118
and by e-mail at nourdin@csgengr.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CSG CONSULTANTS, INC.
a California corporation

Dated: 2-7-22

By (Signature): 

Name: Nourdin Khayata

Title: Vice President

Principal Place of Business Address: 3150 Almaden Expressway, Suite 255, San Jose, CA 95118

Email Address: nourdin@csgengr.com

Telephone: (408) 618-8300

Fax: (408) 618-8310

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SCOPE OF SERVICES

The Contractor will provide professional construction management and inspection consulting services pursuant to individual Service Orders.

Contractor responsibilities include the following: a) qualifications of staff that will be assigned; b) ability to respond to deadlines in a timely manner; c) experience working as a consultant for a City jurisdiction; and d) ability to manage projects with minimal oversight, including proactive communications across all project participants, and maintenance of project schedules. Contractor is an extension of City staff; therefore Contractor shall follow all City established policies and procedures related to the services performed.

The consulting services shall include, but not be limited to, the following:

1.1 Field Inspection

- 1.1.1 Develop and maintain familiarity with the City's Standard Details and Specifications
- 1.1.2 Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- 1.1.3 Develop and maintain familiarity with relevant permits and permit conditions
- 1.1.4 Inspect, monitor and ensure the quality of work
- 1.1.5 Verify work is in compliance with plans and specifications
- 1.1.6 Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- 1.1.7 Monitor quantity of work in place
- 1.1.8 Anticipate issues and work pro-actively to resolve them
- 1.1.9 Monitor safety of construction operations
- 1.1.10 Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)
- 1.1.11 Inspect work areas for impacts to public safety and convenience and resolve issues identified

- 1.1.12 Verify work is in compliance with stormwater regulations and requirements
- 1.1.13 Develop punchlist(s) of incomplete and/or deficient work
- 1.1.14 Interact with the public
- 1.1.15 Verify construction contractor is updating as-builts
- 1.1.16 Monitor and document construction contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- 1.1.17 Perform preliminary and final inspections

1.2 Coordination

- 1.2.1 Coordinate work activities and issue resolution with City Departments
- 1.2.2 Coordinate work activities and issue resolution with other public agencies (if applicable)
- 1.2.3 Ensure construction contractor complies with all relevant permits and permit conditions
- 1.2.4 Coordinate work activities and issue resolution with utility owners
- 1.2.5 Coordinate work activities and issue resolution with materials testing provider(s)
- 1.2.6 Coordinate work activities and issue resolution with the City's special inspections consultant
- 1.2.7 Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)
- 1.2.8 Attend pre-construction meeting
- 1.2.9 Attend regularly scheduled meetings
- 1.2.10 Attend issue-specific meetings

1.3 Reporting and Management

- 1.3.1 Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; construction contractor manpower, equipment and materials; weather; key issues; etc.). Daily reports shall be entered directly into e-Builder.
- 1.3.2 Prepare and communicate a Weekly Statement of Working Days

- 1.3.3 Review and/or process construction contractor submittals using e-Builder submittal process
- 1.3.4 Review and/or process construction contractor RFIs using e-Builder RFI process
- 1.3.5 Review and/or process construction contractor requests for substitution
- 1.3.6 Maintain photographic documentation for work progress and issue management
- 1.3.7 Provide weekly project status updates to City
- 1.3.8 Direct and notify construction contractor for any non-compliance, track all incidences, and work with construction contractor to correct as soon as practicable
- 1.3.9 Prepare, review and/or process field directives
- 1.3.10 Review construction contractor pay requests, resolve issues, and recommend payment amounts. Pay requests will be processed through e-Builder.
- 1.3.11 Develop and distribute draft and final meeting minutes as required
- 1.3.12 Track all materials testing and maintain log of events and results
- 1.3.13 Track and/or monitor tracking of all building code and special inspections and reports
- 1.3.14 Monitor construction contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
- 1.3.15 Track and maintain documentation related to LEED certification requirements
- 1.3.16 Review, monitor and report on construction contractor's schedule status (on-schedule, ahead, behind)
- 1.3.17 Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
- 1.3.18 Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation. Potential change orders will be processed through e-Builder.
- 1.3.19 Provide independent cost estimates for potential contract changes as required

- 1.3.20 Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work
- 1.3.21 Review construction contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- 1.3.22 Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- 1.3.23 Manage the construction inspection and management team to ensure successful completion of services, and within budget
- 1.3.24 Develop and maintain familiarity with e-Builder and the City of Santa Clara's specific implementation of e-Builder for construction phase activities
- 1.3.25 Support City in fully utilizing e-Builder for construction management and construction inspection processes and documentation

1.4 Land Surveying

- 1.4.1 Perform topographic surveys to determine and verify locations and elevations of existing/proposed improvements, structures and topographic features including utility valves/vaults, etc.
- 1.4.2 Determine locations of property lines, boundaries, easements, and rights-of-way
- 1.4.3 Prepare legal descriptions and plat maps for easements and/or property and right-of-way boundaries
- 1.4.4 Create plat maps from existing legal descriptions
- 1.4.5 Establish and adjust benchmarks
- 1.4.6 Perform research and survey work related to public and private land ownership, public easements, etc.
- 1.4.7 Prepare and interpret deeds and descriptions
- 1.4.8 Establish horizontal and vertical controls
- 1.4.9 Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
- 1.4.10 Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents (if requested)

1.4.11 Perform quality assurance checks of construction contractor-provided survey work

1.4.12 Provide construction staking (if requested)

2. PROCEDURE FOR SERVICE ORDERS

2.1 City will provide a description of the desired Work to be performed by Contractor. City will indicate to Contractor if any City staff (part-time or full-time) is available to participate in delivering the Work. (Refer to Section 3 below regarding staffing coordination.)

2.2 Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:

2.2.1 The proposed scope of Work;

2.2.2 The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;

2.2.3 A time schedule and total cost for providing the Work; and

2.2.4 Any other information requested by the City.

2.3 City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.

2.4 If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.

2.5 Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").

2.6 Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

3. STAFFING IN COORDINATION WITH CITY

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Contractor should therefore anticipate the possibility that City staff will need to be

integrated into the construction management and inspection team. This will necessarily displace Contractor staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Contractor; however, in case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Contractor will be requested to propose on a complete team to perform all of the desired scope of services.

4. RESPONSIBILITIES OF CITY

The City shall provide City's Public Works Standard Details and Specifications for construction.

The City shall provide related/needed Storm Drain, Electric, Water, Sewer and Recycled Water Block Book Maps and record drawings (if available).

The City shall provide user licenses/logins for Contractor staff to access and use e-Builder, the City's enterprise project management system. All construction phase documentation shall be developed and/or stored in e-Builder.

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The hourly rates are inclusive of all incidental costs, including but not limited to, travel time, vehicle costs, materials, equipment, administration and overhead.

Position	Hourly Rate (2022)
Resident Engineer	\$195
Structure Representative	\$195
Assistant Resident Engineer / Office Engineer	\$165
Senior Construction Inspector	\$150
Construction Inspector	\$143
Administrative Assistant	\$95

Overtime will be billed at a rate of the individual's hourly rate x 1.35.

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the

services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.

3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Department of Public Works]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PROPCON CORP.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **PROPCON CORP.**, a California corporation doing business as APC INTERNATIONAL, INC. (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

2. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates and Charges

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

3. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin upon execution of the Agreement by the City and terminate on April 30, 2025.

4. SCOPE OF SERVICES & SERVICE ORDERS

Contractor shall perform those Services specified in Exhibit A on an as-needed basis pursuant to individual service orders ("Service Orders") issued in accordance with the Terms and Conditions of this Agreement.

1. City will initiate each Service Order by specifying and describing the services and deliverables (collectively "Work") requested, which the Contractor must respond to by providing proposals and estimates of the time limit(s) within which the Contractor must complete the Work, and the compensation for the Work. Exhibit A further describes the procedure for Service Orders.
2. The Contractor shall not perform any Work pursuant to a Service Order, and therefore will not be entitled to any compensation for any Work, until the City has approved and executed the service order for such Work ("Approved Service Order").
3. Each Approved Service Order incorporates the Terms and Conditions of this Agreement.
4. The City has no obligation to approve, issue, or execute any Service Orders under this Agreement, nor does it have any obligation to pay Contractor for any Work absent an Approved Service Order. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation defined in Section 7 below.

To the extent possible, the services to be provided under this Agreement shall be performed in the City of Santa Clara.

5. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

6. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. COMPENSATION AND PAYMENT

There is a maximum total compensation for this Agreement and a separate maximum compensation for each Approved Service Order.

- A. Maximum Total Compensation – Agreement: The maximum total, aggregate compensation the City will pay the Contractor for all Approved Service Orders issued under this Agreement, subject to budget appropriations, shall not exceed Two Hundred Forty-Six Thousand Dollars (\$246,000) ("Maximum Total Compensation"). All work performed or materials provided in excess of the Total Maximum Compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the Total Maximum Compensation under any circumstance.
- B. Maximum Compensation – Service Order: Each Approved Service Order will specify the maximum amount payable to the Contractor for all professional fees related to the Contractor providing the Work ("Maximum Service Order Compensation"). The Contractor shall fully complete all Work required by the Approved Service Order for no more than that Maximum Service Order Compensation. Exhibit B sets forth a schedule of the Contractor's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Service Order.

8. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City,

be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or

persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Department of Public Works
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at kforouhi@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Allan T. Butler, President
Propcon Corp.
396 Industrial Street
Campbell, CA 95008
and by email at APCIntl@aol.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

20. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

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

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

PROPCON CORP.
a California corporation
DBA APC INTERNATIONAL, INC.

Dated: 2/4/22

By (Signature): 

Name: Allan T. Butler

Title: President

Principal Place of
Business Address: 396 Industrial Street, Campbell, CA 95008

Email Address: APCIntl@aol.com

Telephone: (408) 583-0510

Fax: (408) 583-0515

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. SCOPE OF SERVICES

The Contractor will provide professional construction management and inspection consulting services pursuant to individual Service Orders.

Contractor responsibilities include the following: a) qualifications of staff that will be assigned; b) ability to respond to deadlines in a timely manner; c) experience working as a consultant for a City jurisdiction; and d) ability to manage projects with minimal oversight, including proactive communications across all project participants, and maintenance of project schedules. Contractor is an extension of City staff; therefore Contractor shall follow all City established policies and procedures related to the services performed.

The consulting services shall include, but not be limited to, the following:

1.1 Field Inspection

- 1.1.1 Develop and maintain familiarity with the City's Standard Details and Specifications
- 1.1.2 Develop and maintain familiarity with the City's Project Plans and Specifications (Contract Documents)
- 1.1.3 Develop and maintain familiarity with relevant permits and permit conditions
- 1.1.4 Inspect, monitor and ensure the quality of work
- 1.1.5 Verify work is in compliance with plans and specifications
- 1.1.6 Verify work is in compliance with approved material submittals, field directives, requests for information (RFIs), etc.
- 1.1.7 Monitor quantity of work in place
- 1.1.8 Anticipate issues and work pro-actively to resolve them
- 1.1.9 Monitor safety of construction operations
- 1.1.10 Inspect traffic control for proper implementation, safety, and compliance with approved traffic control plan(s)
- 1.1.11 Inspect work areas for impacts to public safety and convenience and resolve issues identified

- 1.1.12 Verify work is in compliance with stormwater regulations and requirements
- 1.1.13 Develop punchlist(s) of incomplete and/or deficient work
- 1.1.14 Interact with the public
- 1.1.15 Verify construction contractor is updating as-builts
- 1.1.16 Monitor and document construction contractor work effort (manpower, equipment and materials) associated with time and material payment items or contract changes
- 1.1.17 Perform preliminary and final inspections

1.2 Coordination

- 1.2.1 Coordinate work activities and issue resolution with City Departments
- 1.2.2 Coordinate work activities and issue resolution with other public agencies (if applicable)
- 1.2.3 Ensure construction contractor complies with all relevant permits and permit conditions
- 1.2.4 Coordinate work activities and issue resolution with utility owners
- 1.2.5 Coordinate work activities and issue resolution with materials testing provider(s)
- 1.2.6 Coordinate work activities and issue resolution with the City's special inspections consultant
- 1.2.7 Coordinate and/or monitor work activities and issue resolution with the City's building code inspection staff (if required)
- 1.2.8 Attend pre-construction meeting
- 1.2.9 Attend regularly scheduled meetings
- 1.2.10 Attend issue-specific meetings

1.3 Reporting and Management

- 1.3.1 Complete, maintain and organize daily reports (daily reports to include: work completed and in progress; construction contractor manpower, equipment and materials; weather; key issues; etc.). Daily reports shall be entered directly into e-Builder.
- 1.3.2 Prepare and communicate a Weekly Statement of Working Days

- 1.3.3 Review and/or process construction contractor submittals using e-Builder submittal process
- 1.3.4 Review and/or process construction contractor RFIs using e-Builder RFI process
- 1.3.5 Review and/or process construction contractor requests for substitution
- 1.3.6 Maintain photographic documentation for work progress and issue management
- 1.3.7 Provide weekly project status updates to City
- 1.3.8 Direct and notify construction contractor for any non-compliance, track all incidences, and work with construction contractor to correct as soon as practicable
- 1.3.9 Prepare, review and/or process field directives
- 1.3.10 Review construction contractor pay requests, resolve issues, and recommend payment amounts. Pay requests will be processed through e-Builder.
- 1.3.11 Develop and distribute draft and final meeting minutes as required
- 1.3.12 Track all materials testing and maintain log of events and results
- 1.3.13 Track and/or monitor tracking of all building code and special inspections and reports
- 1.3.14 Monitor construction contractor's compliance with the City's requirements for Construction and Demolition Debris Recycling
- 1.3.15 Track and maintain documentation related to LEED certification requirements
- 1.3.16 Review, monitor and report on construction contractor's schedule status (on-schedule, ahead, behind)
- 1.3.17 Monitor and/or manage construction impacts to the public, other agencies, utilities, etc.
- 1.3.18 Monitor, evaluate and report on potential contract changes (potential change orders) and advise City regarding change resolution and/or negotiation. Potential change orders will be processed through e-Builder.
- 1.3.19 Provide independent cost estimates for potential contract changes as required

- 1.3.20 Manage punchlist process and closeout from substantial completion through to final completion and acceptance of work
- 1.3.21 Review construction contractor as-builts and coordinate corrections as necessary to ensure accurate record drawings
- 1.3.22 Ensure all warranties, operations & maintenance manuals and related documentation are submitted
- 1.3.23 Manage the construction inspection and management team to ensure successful completion of services, and within budget
- 1.3.24 Develop and maintain familiarity with e-Builder and the City of Santa Clara's specific implementation of e-Builder for construction phase activities
- 1.3.25 Support City in fully utilizing e-Builder for construction management and construction inspection processes and documentation

1.4 Land Surveying

- 1.4.1 Perform topographic surveys to determine and verify locations and elevations of existing/proposed improvements, structures and topographic features including utility valves/vaults, etc.
- 1.4.2 Determine locations of property lines, boundaries, easements, and rights-of-way
- 1.4.3 Prepare legal descriptions and plat maps for easements and/or property and right-of-way boundaries
- 1.4.4 Create plat maps from existing legal descriptions
- 1.4.5 Establish and adjust benchmarks
- 1.4.6 Perform research and survey work related to public and private land ownership, public easements, etc.
- 1.4.7 Prepare and interpret deeds and descriptions
- 1.4.8 Establish horizontal and vertical controls
- 1.4.9 Perform photogrammetric control surveys and prepare photogrammetric mapping/orthophotos
- 1.4.10 Create, stamp and sign subdivision maps, parcel maps, lot line adjustments and other documents (if requested)

1.4.11 Perform quality assurance checks of construction contractor-provided survey work

1.4.12 Provide construction staking (if requested)

2. PROCEDURE FOR SERVICE ORDERS

2.1 City will provide a description of the desired Work to be performed by Contractor. City will indicate to Contractor if any City staff (part-time or full-time) is available to participate in delivering the Work. (Refer to Section 3 below regarding staffing coordination.)

2.2 Contractor will prepare a written service order proposal in accordance with the City's request. Contractor shall consider and incorporate into the proposal any City input regarding City staffing availability to participate in the delivery of the Work. The proposal must include, but is not limited to, the following:

2.2.1 The proposed scope of Work;

2.2.2 The name and assignment of each of Contractor's professional employees who will be principally responsible for performing the Work;

2.2.3 A time schedule and total cost for providing the Work; and

2.2.4 Any other information requested by the City.

2.3 City will review and provide comments to Contractor. Or, City will accept Contractor's written proposal without comments.

2.4 If the City provides comments on Contractor's proposal, Contractor shall revise the proposal to address City's comments.

2.5 Once the Contractor and the City agree on the terms of the proposed Service Order, the City will prepare the final ("Approved Service Order").

2.6 Contractor will be authorized to proceed with the Work under the Approved Service Order upon notification by the City that the Approved Service Order has been executed by the City or at some later date as designated by the City in writing.

3. STAFFING IN COORDINATION WITH CITY

The City may be in a position to have City staff perform some of the responsibilities of the construction management and inspection team for a specified scope of services. The City staff may be either part-time or full-time. Contractor should therefore anticipate the possibility that City staff will need to be

integrated into the construction management and inspection team. This will necessarily displace Contractor staff for these functions. All staffing considerations and decisions are anticipated to be a collaborative effort between the City and Contractor; however, in case of a dispute, the City shall have final decision authority regarding staffing for the scope of services. If the City indicates that no City staffing support is available, the Contractor will be requested to propose on a complete team to perform all of the desired scope of services.

4. RESPONSIBILITIES OF CITY

The City shall provide City's Public Works Standard Details and Specifications for construction.

The City shall provide related/needed Storm Drain, Electric, Water, Sewer and Recycled Water Block Book Maps and record drawings (if available).

The City shall provide user licenses/logins for Contractor staff to access and use e-Builder, the City's enterprise project management system. All construction phase documentation shall be developed and/or stored in e-Builder.

EXHIBIT B
SCHEDULE OF RATES AND CHARGES

This Exhibit B sets forth Contractor's rates that apply to any services provided in an Approved Service Order. The rates shall remain fixed throughout each calendar year. Rates may be increased, with City approval, up to a maximum amount of 3% for each calendar year after the beginning of the Agreement term.

The hourly rates are inclusive of all incidental costs, including but not limited to, travel time, vehicle costs, materials, equipment, administration and overhead.

Position	Hourly Rate (2022)
Project Manager	\$150
Construction Manager / Inspector	\$140
Specialist (James Foley)	\$150

Invoicing:

1. If an Approved Service Order requires invoicing to be generated in a timesheet format, Contractor shall provide information for each Contractor staff person including name and position title (i.e. relevant role with respect to work performed under the service order). Position hourly rates shall comply with the rates included in the table above.

In addition, the itemization on each monthly invoice shall set forth the amount of time (recorded in quarter hours) for each employee, the name of the employee and a description of each task performed. After setting forth the time spent on a daily basis, the itemization will provide a summary, at its end, of the total hours spent by each employee for the month, the hourly rate charged for that employee, and the total value of the service rendered by that employee for the month. The amount billed for Work shall then be determined by adding the value for the Work rendered by each employee for that particular month.

2. If an Approved Service Order requires invoicing to be generated in a progress or percent complete format, Contractor shall provide information describing in detail the services performed and how those services correlate to the percent complete. The detailed descriptions shall be for each category of services as identified in the Approved Service Order.
3. Within thirty (30) days of receipt of an itemized written invoice from the Contractor, City shall pay Contractor the amount billed for Work performed under the Approved Service Order during that billing period.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Department of Public Works]

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

22-74

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with Baker Tilly US, LLP for Citywide Risk Assessment, Annual Work Plan, and Internal Audit Work

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The City Auditor's Office submits an annual audit work plan to the City Council for approval. The audit work plan is developed based on the results of a citywide risk assessment. The objective of the risk assessment is to identify departments, offices, areas, units, or processes that pose the greatest risk to the City and then align internal audit resources, where appropriate, to best help the City achieve its objectives in mitigating these risks. It also guides the City Auditor to prioritize the City's potential audit subjects. The audit work plan does not, nor is it intended to, address or provide complete coverage of every City department, division, or system risks. However, over time, with the implementation of audit recommendations, it is expected that risks across City departments and systems will be sufficiently mitigated.

Due to limited staffing in the City Auditor's Office and to assist with audit work under a "co-sourced" model, staff recommends engaging an outside consulting firm to assist in performing the citywide risk assessment and developing the annual audit work plan. It would be of great benefit to the City to have an experienced firm that has in-depth knowledge of internal auditing standards and requirements, years of experience in the field and sharing of best practices, and an understanding of audit approaches and risk-based auditing objectives. Additionally, this allows the City to practice a co-sourced, hybrid model where internal audit work can be outsourced or done in-house with assistance from a consultant.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal Request for Proposal (RFP) was conducted for this procurement, with the award recommendation based on "best value." The factors considered in the award were quality and completeness of proposal, experience of firm and key personnel, approach and methodology in performing the work, and cost.

In 2021, the City published a RFP for a consultant to perform Citywide Risk Assessment, Annual Work Plan, and Internal Audit Work. Four proposals were received from the following firms:

- Baker Tilly US, LLP
- Eide Bailly LLP
- MGT of America Consulting, LLC

- Weaver and Tidwell, L.L.P.

The proposals were independently evaluated by a three-member evaluation team with representation from the Risk Manager and City Auditor's Offices. The proposals were evaluated and ranked against the criteria published in the RFP. Baker Tilly US, LLP and Eide Bailly LLP were invited to oral interviews to demonstrate their knowledge and understanding of the City's requirements and provide detailed information on how they would support the City Auditor's Office.

Based on receiving the highest overall score, staff recommends award of contract to Baker Tilly US, LLP. Baker Tilly US, LLP's proposal met or exceeded all the RFP requirements, and their proposal was rated superior in the following key areas:

- Baker Tilly US, LLP is one of the few comprehensive professional services firms in this field with a group dedicated to state and local governmental clients. They have performed hundreds of co-sourced and outsourced internal audit engagements to help a wide range of public sector organizations enhance internal controls, improve operations, and offer independent and objective insights into a variety of business and municipal functions.
- Baker Tilly US, LLP offers the City deep subject-matter expertise in various audit areas, including accounting, forensic audit and internal investigations, operational auditing, information technology and information security auditing, contract compliance and cost recovery auditing, audit planning and other advisory services.
- Baker Tilly, US LLP also has years of experience as internal auditor for many utility districts in the State of California and will be an effective subject matter expert for audit issues related to Silicon Valley Power.
- Baker Tilly US, LLP's members are active participants in key industry organizations, including American Institute of Certified Public Accountants (AICPA), the Association of Local Government Auditors (ALGA), and Institute of Internal Auditors (IIA).

The maximum compensation under the proposed agreement with Baker Tilly US, LLP is \$446,750 for term of five years, which includes a not-to-exceed amount of \$196,750 for the risk assessment and annual work plan and a not-to-exceed amount of \$250,000 for internal audit work. Staff will prioritize the items from the work plan and consider if the work can be performed by internal audit staff, assigned to Baker Tilly US, LLP, or performed in a co-sourced model.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Funds for this contract is included in the FY 2021/22 Adopted Operating Budget. Funding in future years is subject to future appropriation by the City Council.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the Audit Manager to execute an agreement with Baker Tilly US, LLP for Citywide Risk Assessment, Annual Work Plan, and Internal Audit Work, for a five-year term starting on April 1, 2022 and ending on March 31, 2027, with maximum compensation not-to-exceed \$446,750 and subject to the appropriation of funds; and
2. Authorize the Audit Manager to execute amendments to the Agreement for additional risk assessment and audit services that may be required during the five-year term, subject to the appropriation of funds.

Approved by: David Noce, Audit Manager

Approved by: City Manager's Office

ATTACHMENTS

1. Agreement with Baker Tilly US, LLP

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BAKER TILLY US, LLP**

PREAMBLE

This Agreement is entered into as of the City’s execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Baker Tilly US, LLP, an Illinois limited liability partnership (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on March 31, 2027.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is set forth in Section 1 of Exhibit B, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not

be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement. Contractor shall have no authority to bind City to any third-party agreement. Though the services may include Contractor's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, City.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential. This section shall not apply to information which is (a) publicly known; (b) already known to the Contractor; (c) disclosed to Contractor by a third party without restriction; (d) independently developed without use of the City's confidential information; or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement (the "Deliverables") shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties. Notwithstanding the foregoing, Contractor will maintain all ownership right, title and interest to all Contractor's Knowledge. For purposes of this Agreement "Contractor's Knowledge" means Contractor's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement ("Contractor's Preexisting Knowledge") (2) developed or obtained by Contractor after the Effective Date, that are reusable from client to client and project to project, where City has not paid for such development; and (3) extensions, enhancements, or modifications of Contractor's Preexisting Knowledge which do not include or incorporate City's confidential information. To the extent that any Contractor Knowledge is incorporated into the Deliverables, Contractor grants to City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Contractor Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Contractor. Contractor warrants that the Services will be performed in accordance with generally accepted industry standards of care and competence. Except as warranted elsewhere in this Agreement, this section 12 is Contractor's only warranty concerning the Services and any Deliverable, and is made

expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, accuracy, title, noninfringement or fitness for a particular purpose, or otherwise.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION & LIMITATION ON DAMAGES

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (each a "Covered Person") from and against any third party claim, injury, liability, loss, cost, and/or expense or damage, including all reasonable costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent such claim, injury, etc., arises from Contractor's negligence, willful misconduct, or fraudulent acts or omissions in Contractor's performance of the Services pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited. Notwithstanding the foregoing, City hereby releases Contractor, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify City or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) to the extent such costs arise solely as a result of the negligence, willful misconduct or fraudulent acts or omissions of City or any Covered Person. Furthermore, because of the importance of the

information that City provides to Contractor with respect to Contractor's ability to perform the Services, City hereby releases Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, incurred as a direct result of liability arising from any written information, including representations by management, provided by City, its personnel or agents, that is materially incomplete, inaccurate or not current.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. The contractual liability (including attorney's fees and all other costs) of Contractor to City and its present or former partners, principals, agents or employees related to any dispute or claim for damages relating to the performance of Services under this Agreement shall not exceed the fees paid to Contractor for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Contractor relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable to the other related to a contractual dispute over performance of Services, for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages. This limitation of liability shall not apply to third-party claims which are subject to Contractor's indemnification requirements in Section 14(A) above.
- E. Any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twenty-four (24) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

- F. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. The terms of this Section 14 shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Auditor's Office
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at dnoce@santaclaraca.gov

And to Contractor addressed as follows:

Baker Tilly US, LLP
205 N. Michigan Ave. Suite 2800
Chicago, IL 60601
and by e-mail at kyle.orourke@bakertilly.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City’s name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN

ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

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

26. DATA PRIVACY & SECURITY

- A. To the extent the Services require Contractor receive personal data or personal information from City, Contractor may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Contractor or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Contractor is acting as a Service Provider/Data Processor in relation to City personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. City is responsible for notifying Contractor of any data privacy laws the data provided to Contractor is subject to and City represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Contractor to process such information in connection with the Services described herein.
- B. Contractor has established information security related operational requirements that support the achievement of its information security

commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Contractor's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Contractor's approach to how systems and data are protected. City is responsible for providing timely written notification to Contractor of any additions, changes or removals of access for City personnel to Contractor provided systems or applications. If City becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, City should timely notify Contractor via email at dataprotectionofficer@bakertilly.com.

- C. Contractor does not treat de-identified data or aggregate consumer information as personal data or personal information, and Contractor reserves the right to convert City personal data or personal information into de-identified data or aggregate consumer information for Contractor's own purposes. As a benefit of benchmarking City to others in its industry, City allows Contractor to enter City's confidential accounting and/or financial data into the third party benchmarking software that Contractor utilizes. By signing this Agreement, City expressly authorizes Contractor to make such disclosure of City's confidential accounting and/or financial data, as Contractor may elect within its discretion, with the understanding that, in doing so, City will not be specifically identified.

27. CONTRACTOR ENTITY

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

[Signature page follows]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

BAKER TILLY US, LLP
AN ILLINOIS LIMITED LIABILITY PARTNERSHIP

Dated: February 23, 2022

By (Signature): Kyle O'Rourke

Name: Kyle O'Rourke

Title: Principal

Principal Place of
Business Address: 205 N Michigan Ave. Chicago, IL 60601

Email Address: Kyle.orourke@bakertilly.com

Telephone: 312 228 7248

Fax: 630 645 6294

“CONTRACTOR”

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. INTRODUCTION

- 1.1. Contractor shall provide internal auditing and risk assessment consulting services in support of the City's Auditor's Office.
- 1.2. To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's SOQ 21-22-83 (including subsequent updates), Contractor's proposal response dated August 2, 2021, Contractor's oral presentation materials dated December 1, 2021, and Contractor's clarification document dated December 3, 2021 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. CITYWIDE RISK ASSESSMENT AND ANNUAL AUDIT WORK PLAN

- 2.1. **Task 1 – Citywide Risk Assessment.** The scope of assessment includes conducting all required work necessary to identify and prioritize a wide area of risks, including strategic, compliance, financial, and operational risks. At a minimum, Contractor shall:
 - 2.1.1. Review administrative and financial policies, procedures, and practices.
 - 2.1.2. Identify risks that may impact the City's ability to achieve its strategic goals. For more information on the City Council's strategic pillars, visit <https://www.santaclaraca.gov/our-city/government/mayor-and-council/city-council-goals-and-priorities>.
 - 2.1.3. Examine methods, procedures, and practices used to provide reasonable assurance that City assets are safeguarded, and that staff is complying with approved policies, procedures and practices.
 - 2.1.4. Assess the City's overall control environment by reviewing:
 - 2.1.4.1. Management's philosophy and operating style regarding integrity and ethical values.
 - 2.1.4.2. Staff's philosophy and operating style regarding integrity and ethical values.
 - 2.1.4.3. Assignments of authority and responsibilities for ensuring protection of City assets and compliance with policies.
 - 2.1.4.4. Existing policies and procedures.
 - 2.1.5. Review the City's ongoing identification and assessment of risk, including:

- 2.2.3. Contractor shall prepare and submit all necessary reports, including making necessary presentations at regular City Council meetings.

3. INTERNAL AUDIT WORK / OTHER AUDIT SERVICES

3.1. Internal Audit Work. The City's Auditor will review the proposed audit assignments and determine if internal staff can accomplish the audit assignments on the work plan. The City will request Contractor to provide a quote as to the cost, based on the per hour rate as set forth in Exhibit B. The City reserves the right to negotiate the quote or decline to engage the Consultant's services for such. If the City determines Consultant will be utilized to perform any of the internal audits as outlined in the annual audit plan, Consultant shall conduct such audits according to the International Professional Practices Framework of Internal Auditing as set forth by the Institute of Internal Auditors (IIA). Procedures that should be included, but not limited to the following:

- 3.1.1. Perform sampling procedures to test and evaluate areas of the City's internal controls, taking into account risk, control weaknesses, size, and complexity of operations.
- 3.1.2. Make use of and build upon the internal control evaluation work done by the City's independent external auditor during that firm's annual financial statement audit.
- 3.1.3. Review any recommendations regarding the internal controls with the City Auditor and City Audit Committee.
- 3.1.4. Prepare reports which analyze significant findings and recommend changes for strengthening internal controls and reducing identified risks.
- 3.1.5. Present draft results of audit projects per the audit plan to the City Auditor with the final report to the Council Audit Committee including:
 - 3.1.5.1. Provide estimated costs by audit project.
 - 3.1.5.2. Provide an opportunity for feedback and response by departments under audit along with the City Auditor.
 - 3.1.5.3. Provide regular reports on the status of ongoing internal audits.
 - 3.1.5.4. Provide written reports with results of audits, and publish audits to the City Auditor's Web page. Based on the audit work performed, Consultant shall provide written reports and oral PowerPoint presentations. The presentations must address the audit findings and conclusions, audit recommendations that will improve the efficiency and effectiveness of the departments or programs audited, and corrections needed to address any operational deficiencies or non-compliance issues found.
 - 3.1.5.5. Work with City Auditor to implement recommendations.

3.1.6. Audit Reports. An audit report must be issued for each project selected from the annual audit plan by the Council Audit Committee. The contents of the audit report will vary depending on nature of the audit. However, each audit report will contain, as a minimum, these elements:

3.1.6.1. The objective and scope of the engagement.

3.1.6.2. A management summary of the results of the audit.

3.1.6.3. The general procedures utilized on the audit.

3.1.6.4. The specific recommendations or findings, with adequate descriptions of the opportunities for improvement or weaknesses identified.

3.1.6.5. Comments from the auditee regarding the recommendations or findings.

3.1.6.6. The appropriate and reasonable action steps to implement recommendations or recommendations to correct the identified findings.

3.2. Other Audit Services. Additional audit services, when authorized in writing by the City, Contractor shall be compensated for by a fee mutually agreed upon between the City and Contractor, or on a time-and-materials basis in accordance with Contractor's hourly rates set forth in Exhibit B.

**EXHIBIT B
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

The maximum compensation the City will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **Four Forty-Six Thousand Seven Hundred Fifty Dollars (\$446,750)**, subject to annual appropriation of funds. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

Cost Element	Amount
Citywide Risk Assessment and Annual Audit Work Plan	\$196,750
Internal Audit Work/Other Audit Services	\$250,000
Maximum Compensation	\$446,750

2. CITYWIDE RISK ASSESSMENT AND ANNUAL AUDIT WORK PLAN FEE SCHEDULE

The following sets forth the estimated annual cost for Contractor to perform the services described in Section 2 of Exhibit A (Scope of Services). Contractor shall invoice the City based on hours incurred up to the annual not to exceed amount. In the event Contractor incurs cost in excess of the annual not-to-exceed amount, the City shall not be required to pay, unless the City has agreed in writing authorizing the additional cost.

2.1. Year 1 – Cost summary

Activity	Hours	Total Fees
Task 1: Conduct Citywide RiskAssessment	280	\$61,400
Task 2: Preparation of the Annual Audit Work Plan	60	\$15,300
TOTAL ANNUAL NOT TO EXCEED		\$76,700

2.2. Year 2 – Cost summary

Activity	Hours	Total Fees
Task 1: Conduct Citywide RiskAssessment	135	\$29,475
Task 2: Preparation of the Annual Audit Work Plan	30	\$7,650
TOTAL ANNUAL NOT TO EXCEED		\$37,125

2.2.1. Interviews limited to ten to twelve (10-12) individuals, likely consisting of members of Council and key department heads.

2.2.2. Conducting a risk assessment survey to obtain feedback from other members of management. The survey will focus on changes to operations

from year 1, emerging risks, and each participant's assessment of key risk areas specific to their area of focus.

2.3. Year 3 and 5 – Cost summary

Activity	Hours	Total Fees
Task 1: Conduct Citywide Risk Assessment	0	\$0
Task 2: Preparation of the Annual Audit Work Plan	40	\$9,925
TOTAL ANNUAL NOT TO EXCEED		\$9,925

2.3.1. In years 3 and 5, Contractor will meet with City audit staff to make adjustments to the Audit Plan. This will enable the City to be agile and adapt to emerging risks, but limit resources devoted annually to the risk assessment process. In these years, Contractor will leverage its knowledge of the City, the evolving risk landscape, and conversations with City audit staff to 1) evaluate the Annual Audit Work Plan, and 2) determine if any adjustments should be made. If necessary, the Annual Audit Work Plan will be amended to meet the audit needs of the City at the time.

2.4. Year 4 – Cost summary

Activity	Hours	Total fees
Task 1: Conduct Citywide RiskAssessment	240	\$53,150
Task 2: Preparation of the Annual Audit Work Plan	40	\$9,925
TOTAL ANNUAL NOT TO EXCEED		\$63,075

2.4.1. In year 4, Contractor will conduct an engagement similar in scope to year 1. Keydrivers of the reduction in costs from year 1 include limiting the on-boarding and introductions necessary to complete work and familiarity with City processes. Contractor anticipates conducting a risk assessment survey in year 4.

2.5. Assumptions

2.5.1. The City will provide adequate support, preparedness and cooperation during each phase or project.

2.5.2. City staff will be available for interviews as scheduled.

2.5.3. The City provides requested information in a timely manner, in preferred formats (Excel for financials, Word for other documents) and Contractor does not need to make significant modification or manipulation.

2.5.4. There are no significant changes in scope.

3. INTERNAL AUDIT WORK/OTHER AUDIT SERVICES

The City has set aside the amount \$250,000 for the payment of internal audit work and other audit services as described in Section 3 of Exhibit A (Scope of Services). Contractor shall prepare a statement of work based on the City's requirements, propose a fee based on the rates set forth in the table below, and obtain written approval from the City prior to commencing work under this section.

Staff level	Hourly rate
Partner/Director	\$375
Senior Manager	\$275
Manager	\$245
Senior Consultant	\$210
Consultant	\$150

4. INVOICING

- 4.1. If Contractor invoices monthly for a "fixed fee," then Contractor will base its monthly invoice on the percentage of services completed during the previous month.
- 4.2. If time and materials is the basis of compensation, then Contractor will base its invoice on the hours and professional fees associated with the services completed during the invoice period.
- 4.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent for the Commercial General Liability and Business Automobile Liability insurance policies.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Contractor shall provide written notice to City at least ten (10) days prior to the effective date of any material modification or cancellation of the insurance coverages required herein. In the event of non-renewal, written

notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Contractor shall provide written notice to City at least thirty (30) days prior to the effective date of any material modification or cancellation of the insurance coverages required herein. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be provided by email to: **ctsantaclara@ebix.com**.

Or by mail to:

EBIX Inc.
City of Santa Clara – City Auditor’s Office
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

22-152

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action to Authorize the Office of the City Manager to Negotiate and Execute Amendments to Agreements for the Performance of Services with Precept Environmental, Inc. and Art Alger, Inc. dba Peninsula Crane & Rigging to Extend the Terms and Increase the Maximum Compensations

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Silicon Valley Power (SVP), the City of Santa Clara's Electric Utility, owns significant assets requiring ongoing maintenance including three power plants in City limits, several remote assets, substations, as well as transmission and distribution lines throughout the City. Additionally, SVP is required to comply with safety and regulatory requirements including North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), Occupational Safety and Health Administration (OSHA), and Bay Area Air Quality Management District (BAAQMD).

In order to support the various maintenance and regulatory needs of the electric utility, SVP contracts with over one hundred contractors, consultants, and other vendors to provide services and products. Most of the services referenced in this report are provided at SVP's power generation facilities located in City of Santa Clara: (1) The main facility, the Donald Von Raesfeld Power Plant (DVR), is a 2x1 combined cycle power plant rated at 147 Megawatts of electrical power; (2) City of Santa Clara Cogeneration Plant (Cogen), is a cogeneration facility that utilizes two gas turbines for power generation. Waste heat from Cogen is collected to generate steam for supply to a paper mill. This facility is rated at 7 Megawatts; and (3) The Gianera Generating Station (Gianera), the City's peaking generation facility, is rated at 49.5 Megawatts of electrical power.

During the last two years, SVP and the Purchasing Division of the Finance Department have been working closely together to perform solicitations pursuant to applicable provisions of City Code Section 2.105. During this time, over fifty solicitations have been completed using competitive processes including cooperative purchases, informal bids, formal bids, Request for Proposals (RFP), and Statements of Qualifications (SOQ). Several of these solicitations have resulted in multiple awards. In some cases, a master agreement is awarded with multiple contractors and a secondary informal bidding process takes place for specific scopes. In addition to issuing new solicitations, SVP and Purchasing took action to extend the term of over fifty agreements from three years to five years in order to maximize the value of the solicitation process.

SVP and Purchasing are continuing to work through a priority list of over fifty additional solicitations. Extending agreements and issuing Purchase Orders under staff authorization where permitted within the purchasing policy assures that the City is protected including insurance certifications from vendor

and reduces emergency procurement. There will be other items for Council consideration on upcoming agendas to maintain continuity of services.

DISCUSSION

A list of those proposed services follows:

Cooling Tower Sanitizing:

SVP uses a cooling tower system in order to ensure the DVR Power Plant can operate all of its equipment within its thermal limitations. For the safety of SVP's staff and the public and to ensure compliance with DVR's Waste Water Permit, the cooling tower must be kept clean and free of waterborne pathogens such as the legionella bacteria. SVP has this service performed annually as a part of regular scheduled maintenance at DVR. Cleaning the cooling tower provides the added benefit of improving DVR's thermal efficiency which helps protect critical equipment at DVR, including turbines and generators. DVR cannot operate without a cooling tower.

The City currently has an agreement with Precept Environmental, Inc. (Precept) with a five-year term ending on March 16, 2022. Staff recommends that the Office of the City Manager is authorized to enter into an amendment to this agreement to extend the term through March 16, 2025 for an eight-year term with a maximum compensation not to exceed \$280,000 (approximately \$35,000 annually). Staff will request a quote from the contractor annually.

Operated Crane, Rigger, and Related Services

SVP owns and operates many types of heavy equipment including transformers, turbines, generators, pumps and motors. SVP uses operated crane, rigger, and related services during maintenance and repair activities on this equipment including: removing large equipment such as turbines, loading or offloading equipment, and hoisting equipment. Examples requiring crane, rigging, and related services include maintenance and repair of: cooling tower, heat recovery steam generator, vertical pumps, and transformer replacements.

On March 28, 2017, after a competitive Request for Proposal (RFP) process, the City entered into an agreement with Art Alger, Inc. dba Peninsula Crane & Rigging (Peninsula Crane) to provide operated crane, rigger, and related services. Three companies responded to this RFP and Peninsula Crane was selected as the low bidder.

The agreement termed out on June 8, 2021; Council authorized the City Manager to execute an amendment to the agreement with Peninsula Crane to increase maximum compensation from \$129,000 to \$300,000 to include services at additional SVP facilities and additional routine and emergency services due to SVP's expanded preventative maintenance program. At that time, staff anticipated issuing a Statement of Qualifications (SOQ) for these services in calendar year 2021. Due to other priorities and staffing issues addressed above, this SOQ has not been issued. Staff recommends authorizing the Office of the City Manager to execute an amendment to the agreement with Peninsula Crane increasing the maximum compensation to \$700,000 and extending the term for an additional three years through March 27, 2025.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment. Furthermore, the action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities" as the activity consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agencies determination. Moreover, the action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

Funding for these agreements will come from the capital or operating budget based on the asset requiring products or services.

Sufficient funding for the agreements is included in the FY 2021/22 and FY 2022/23 Biennial Adopted Operating Budget. Funding for future years is subject to future appropriation and will be included in future budget processes.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the Office of the City Manager to negotiate and execute Amendment No. 1 to the Agreement for the Performance of Services with Precept Environmental, Inc. to extend the term through March 16, 2025 (an additional three years) and increase the maximum compensation to \$280,000;
2. Authorize the Office of the City Manager to negotiate and execute Amendment No. 2 to the Agreement for Services with Art Alger, Inc. dba Peninsula Crane & Rigging to extend the term through March 27, 2025 (an additional three years) and increase the maximum compensation to \$700,000; and
3. Authorize the Office of the City Manager to execute additional amendments to increase the maximum compensation during the term of the subject agreements if the demand for services exceeds maximum compensation, subject to the appropriation of funds.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: City Manager's Office

ATTACHMENTS

1. Agreement for the Performance of Services with Precept Environmental, Inc.
2. Agreement for the Performance of Services with Peninsula Crane & Rigging

3. Amendment No. 1 to the Agreement for the Performance of Services with Peninsula Crane & Rigging

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECEPT ENVIRONMENTAL, INC.**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Precept Environmental, Inc., a California corporation, with its principal place of business located at 26439 Rancho Parkway South, Suite 165, Lake Forest, California 92688 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City’s choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Precept Environmental, Inc.
22431 Antonio Parkway, Suite B160-900
Rancho Santa Margarita, California 92688
or by facsimile at (888) 822-3337

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

37. PREVAILING WAGES.

- A. Labor Code Compliance. Contractor must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. Contractor agrees to include prevailing wage requirements in its contracts for the Project.

- B. Requirements in Subcontracts. Contractor shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement. Subcontracts shall include all prevailing wage requirements set forth in Contractor's contracts.

(Continued on page 10 of 10)

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

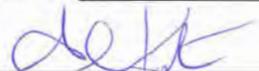
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 3-17-17



BRIAN DOYLE
Interim City Attorney



RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

“CITY”

PRECEPT ENVIRONMENTAL, INC.
a California corporation

Date: 2/27/17
By: 

BRITT RODGERS
Title: President
Address: 26439 Rancho Parkway South, Suite 165
Lake Forest, CA 92630
Telephone: (916) 240-4507
Fax: (916) 333-4686

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECEPT ENVIRONMENTAL, INC.**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are to provide Cooling Tower Cleaning and Disinfection.

See attached Work Plan for additional information.



4. Work Plan

4.1 Description of Cooling Tower Cleaning & Disinfection

A.) *Online Disinfection*

The pre-disinfection will be performed by Plant Operators prior to the physical cleaning of the system. The disinfection will be conducted under the direction of a project specialist. During this process, the fans must be OFF (if possible) in the off-line systems, and the recirculation pumps will be ON. To begin disinfection, elevated levels of an oxidizing biocide will be added, per Cooling Tower Institute (CTI) recommendations for routine online disinfection. A biodispersant or deposit release chemistry will be added to increase the performance of the disinfection by breaking-up and removing organic material, bacteria, and slime that are in the fill. Chemistry data will be collected and documented by the Precept Environmental Project Manager.



B.) *Physical System Cleaning*

The cooling tower will be isolated and drained for the manual cleaning process under the guidance of the facility personnel. Facility personnel will also assist Precept in system lockout/tag-out, and system draining.

During the physical system cleaning process, Precept will use high-pressure washers to clean the entire internal and external areas to the extent possible. The physical cleaning will include the cleaning of the drift eliminator areas, internal sump, basin, and fan plenum areas. The intent of the physical cleaning process is to remove dirt, debris, bacteria, and organic material that have collected on the surfaces. Using high-pressure washers, the debris will be pushed towards the basin. Once the debris is isolated, it will be bagged and disposed of in a facility dumpster. DEBRIS WILL BE DOUBLE-BAGGED TO PREVENT LEAKAGE INTO THE DUMPSTER.



C.) *Final System Disinfection*

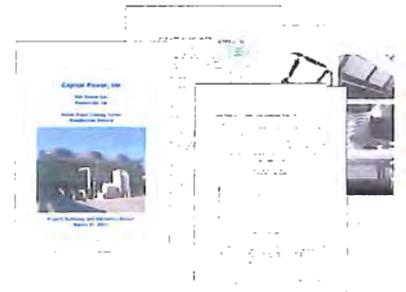
Following the manual cleaning process of the entire system, the cooling tower will be completely refilled, and the Plant Operators will disinfect the system again per Part A (Online Disinfection). At this point, the system may require another drain & refill depending on system turbidity. Afterwards, the normal water treatment program should be started again to re-passivate the metal, and reduce the potential for flash corrosion. If necessary, Precept will coordinate this process with the existing chemical water treatment supplier.

**Cooling Tower Disinfection Service
Silicon Valley Power**



D.) Project Validation

Once the project is completed, Precept will provide thorough written documentation of the disinfection process for your records. This documentation will include an inspection report, a detailed review of the procedures used, and an executive summary of the completed work. The project validation will also include digital before and after pictures to document the results.



Please see the attached "Cooling Tower Disinfection Validation Report" that was completed for the 2016 Silicon Valley Power Cooling Towers.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred sixteen thousand three hundred dollars and zero cents (\$116,300.00), subject to budget appropriations.

<u>Classification</u>	<u>Hourly Rate</u>
Service Manager	\$125.00
Project Manager	\$80.00
Technician Lead	\$60.00
Technician	\$40.00

Pricing will not exceed a 3% escalation rate per year if necessary for years two (2) through five (5).

Contractor will be performing this service annually.

Year 1 - \$22,000.00
Year 2 - \$22,600.00
Year 3 - \$23,200.00
Year 4 - \$23,900.00
Year 5 - \$24,600.00

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 each occurrence
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given

to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
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AND
PRECEPT ENVIRONMENTAL, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

PRECEPT ENVIRONMENTAL, INC.
a California corporation

By:  _____

Name: BRITT RODGERS

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Orange }

On 2/28/17 before me, T.L. Allianic Baiza Notary Public
(Here insert name and title of the officer)

personally appeared Britt Rodgers
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.

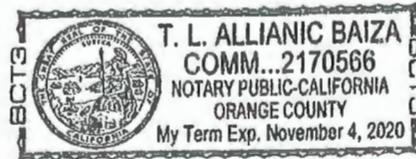
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

T.L. Allianic Baiza

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

_____ (Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRECEPT ENVIRONMENTAL, INC.**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Art Alger, Inc. dba Peninsula Crane & Rigging, a California corporation, with its principal place of business located at 656 Wool Creek Drive, San Jose, California 95112 ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Art Alger, Inc. DBA Peninsula Crane and Rigging, dated March 28, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide operated crane, rigger, and related services, and the Parties now wish to amend the Agreement to increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit A – Scope of Services shall be deleted and replaced with the attached Exhibit A – Scope of Services – Amended June 15, 2021.
- 2. Exhibit B – Schedule of Fees shall be deleted and replaced with the attached Exhibit B – Compensation and Fee Schedule – Amended June 15, 2021.
- 3. Exhibit F of the Agreement, entitled "Milestone Schedule", is hereby deleted and replaced with Exhibit F – Labor Compliance Addendum attached and incorporated into this Agreement.
- 4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

6/16/2021

cau

Digitally signed by Caio
Arellano
Date: 2021.06.14 15:11:23
-07'00'

Deanna J. Santana

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ART ALGER, INC. DBA PENINSULA CRANE & RIGGING
a California corporation

Dated: 5/12/2021

By (Signature): Joseph Bauer

Name: JOSEPH BAUER

Title: President

Principal Place of Business Address: 656 Wool Creek Drive
San Jose, CA 95112

Email Address: JoeB@peninsulacrane.com

Telephone: (408) 294-4841

Fax: (408) 202-6865

"CONTRACTOR"

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING
EXHIBIT A – SCOPE OF SERVICES
AMENDED JUNE 15, 2021**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

1. Contractor agrees to furnish all personnel, transportation, labor, equipment, permits and licenses and any other item of expense necessary to provide crane, rigging and related services to support Silicon Valley Power (SVP) facilities and assets.
 - 1.1. Work shall be performed subject to the availability of labor and equipment.
 - 1.2. When a quote is requested, Contractor shall advise City of its availability.
2. Services may include but are not limited to:
 - 2.1. Provide qualified crane operators, qualified riggers and millwrights
 - 2.2. Install or uninstall load beams and rigging equipment
 - 2.3. Supply test weights & certifier for chain hoists & load/rigging assemblies
 - 2.4. Remove or install large equipment including turbines, generators, load gears, pumps, motors, fans and their sub-assemblies.
 - 2.5. Load and offload equipment, containers or tooling onto trucks
 - 2.6. Hoist equipment and tooling such as, but not limited to: scaffold, grates to catwalk or other location as directed by SVP
3. Authorization of work:
 - 3.1. When services are requested greater than five (5) days in advance, Contractor shall provide a quote for the anticipated services. Such quote shall be approved in writing (e-mail acceptable) by one of the following: Electric Program Manager, Electric Utility Division Manager, Assistant Director Electric Utility, Chief Electric Utility Operating Officer. Where the terms of any quote are in conflict with this Agreement, the terms of the Agreement shall prevail. Standard Conditions listed on all quotes do not apply unless incorporated into the Agreement.

- 3.2. Emergency work must be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. Contractor shall provide a quote or proposal within two (2) business days. Emergency Services --those services scheduled less than five (5) days in advance -- shall be quoted where possible and invoiced in a manner that permits the City to assure that services were provided at the rates authorized in this Agreement.
 - 3.3. Contractor is responsible for notifying City in a timely manner when the quoted cost may change. Contractor shall provide reason for the change specific to each purchase order.
 - 3.4. If Contractor identifies issues that would result in anticipated costs that exceed the current quote or a change in the services to be performed is requested by City, a quote shall be provided in advance of performing work. In the event that issues are identified that can be most efficiently and economically resolved while on site, changes may be approved verbally (in the field), by telephone, or e-mail by the following authorized individuals: Assistant Director, Chief Electric Utility Operating Officer, and Chief Electric Utility Officer. In that event, Contractor shall provide an updated proposal within two (2) business days so that such changes can be documented in a Revised Work Authorization Form within four (4) business days.
 - 3.5. All quotes shall contain detail sufficient for City to verify that services are provided at the rates specified in this Agreement. Contractor shall state any specific assumptions on each quote including if overtime is anticipated for any portion of the work.
 - 3.6. Contractor is responsible for notifying City in a timely manner when the quoted cost may change such as due to new findings, changes in process, or changes in regulations. Contractor shall provide reason for the change.
4. Contractor Responsibilities:
- 4.1. Contractor shall possess all licenses and/or certifications necessary to perform the services described in this Attachment A.
 - 4.2. Contractor shall provide qualified and skilled crane operators, riggers and millwrights.
 - 4.2.1. Contractor shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging all personnel necessary for the providing efficient services.
 - 4.2.2. Contractor shall employ only competent craftsmen/skilled workers who are appropriately trained and licensed to perform the required services.

- 4.2.3. Contractor shall be responsible for understanding and complying with any training and licensing required for the performance of the services described in this Agreement, including but not limited to, Department of Transportation (DOT) requirements for commercial driver's license and required drug testing if applicable.
- 4.2.4. City may request verification of the assigned employees' or subcontractors' qualifications at any time. Contractor shall promptly provide such verification upon request by City.
- 4.2.5. Contractor's employees and any subcontractors shall supply proper identification when requested by City.
- 4.2.6. City reserves the right to request the removal of any Contractor employee(s) or subcontractor who does not conduct themselves in a courteous, professional manner, or whose actions endanger the safety of people or property. Contractor shall promptly respond to requests for replacement personnel.
- 4.3. Contractor shall provide a Project Manager/General Manager who is responsible for the day-to-day management and supervision of the required services. Project Manager responsibilities shall include, but not be limited to: correcting problems, managing conflicts and complaints, and overseeing work schedules, personnel, and equipment requirements. If the Project Manager/General Manager is off-site or otherwise unable to give direction to Contractor's employees (including subcontractors), City may give directions to the personnel until the Project Manager/General Manager returns.
- 4.4. Contractor shall provide all parts, materials, tools, equipment, and consumables necessary for all tasks
- 4.5. Safety:
 - 4.5.1. Contractor shall ensure that all its employees, subcontractors, and agents abide by established local, state and federal safety rules and regulations.
 - 4.5.2. Contractor employees, and any subcontractors shall always act in a safe manner while on City property.
 - 4.5.3. Contractor shall be responsible for remaining up to date on all applicable federal, state, county, and local laws, ordinances and codes in the event they are amended. Where any amended applicable laws or ordinances are in conflict with the City's requirements, the more stringent requirement(s) shall be followed. Contractor's failure to be thoroughly familiarized with the safety provisions shall not relieve Contractor from compliance with the obligations and penalties resulting therefrom.

- 4.5.4. Contractor shall provide and maintain an Injury and Illness Prevention Program (IIPP) pursuant to Title 8, Section 3203 of the California Administrative Code. The program shall include, but not be limited to, a safety training program instructing Contractor's employees and subcontractors in general safe work practices and shall include specific instructions with regard to hazards unique to the employee's or subcontractor's job assignment. A copy of Contractor's IPP shall be submitted to City prior to the execution of an agreement, and be made available on site upon request.
 - 4.5.5. Contractor shall schedule periodic safety inspections to identify and correct unsafe conditions and work practices. City reserves the right to accompany Contractor during these inspections.
 - 4.5.6. Contractor employees (including any subcontractors) shall not use or possess alcohol, narcotics, firearms, or drugs of any nature other than medical (for which Contractor's employee or subcontractor has a current doctor's prescription) on City property and while performing services for the City. Employees or subcontractors using prescribed medication will not engage in any work if the medication can potentially impair the employee's or subcontractor's ability to perform the work safely.
 - 4.5.7. Contractor's employees (including any subcontractors) shall utilize appropriate Personal Protective Equipment (PPE) and Fire Resistant (FR) clothing, as required. Contractor shall provide the required PPE and FR clothing at its own expense.
 - 4.5.8. Contractor shall immediately remove any personnel who is acting in an unsafe or dangerous manner.
 - 4.5.9. Contractor shall notify City immediately in event of an injury or property damage that occurs during the performance of the services described in this Agreement. Contractor shall investigate the reported injury or damage upon request from City, and provide City with regular updates until the investigation is resolved. City reserves the right to perform its own investigation. Should City choose to conduct its own investigation, Contractor shall assist City as required.
- 4.6. Workmanship:
- 4.6.1. Contractor shall perform the required services in an environmentally responsible manner.
 - 4.6.2. Contractor shall assume full responsibility for the protection and safekeeping of material and tools stored at the site, and shall lock all Contractor vehicles when parked and unattended, to prevent

unauthorized use. Contractor shall not leave vehicles or equipment unattended with the motor running or the ignition key in place.

- 4.6.3. Contractor shall take all necessary precautions to protect City property from damage during the performance of the required services. Contractor shall be responsible for the repair of any property damaged during the performance of services. Damage to City property that cannot be repaired shall be replaced at Contractor's sole expense, prior to issuance of payment to Contractor by City. Any expenses incurred by City to repair property damage will be deducted from Contractor's compensation or billed to Contractor at City's discretion.
- 4.6.4. Contractor shall keep their work site(s) free from all surplus material, waste material, dirt and rubbish caused by Contractor's performance of services.
- 4.6.5. Contractor shall leave the work site in a neat and orderly condition. All clean-up work will be done to the satisfaction of City, and at the sole expense of Contractor.
- 4.6.6. Contractor shall be responsible for disposing of all hazardous material generated during the performance of services.
- 4.6.7. City shall have the right to inspect any work performed by Contractor and any subcontractors. Should City determine upon inspection any unsatisfactory or defective work, Contractor shall immediately correct the work at no additional cost to the City.

5. City Responsibilities:

- 5.1. Contractor will take reasonable precautions to avoid damaging curbs, sidewalks, pavement, trees, etc.
- 5.2. Work composite with Contractor's crew.
- 5.3. Federal Aviation Administration (FAA): If a jobsite is within a 3-mile radius of any airport and/or excess of 200' of boom, an FAA permit may be required. Please allow a minimum of 60 days to obtain the proper permits.
- 5.4. City shall provide 24-hour notice to cancel a job start. Cancellation after this time, may result in show up or labor & equipment charges.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING
EXHIBIT A – SCOPE OF SERVICES
AMENDED JUNE 15, 2021**

1. Compensation: The amount billed to City by Contractor for services under this Agreement as Amended will not exceed three hundred thousand dollars (\$300,000). Additional services that exceed that amount shall only be authorized by a written addendum to this agreement in advance of services being performed.
2. Services shall be provided according to the rates below:

Position	Straight Time (per hour except where noted)	Overtime (per hour except where noted)	Double Time (per hour except where noted)
Crane Work			
30 Ton	\$185	\$235	\$285
40 Ton	\$220	\$270	\$320
60 Ton	\$245	\$295	\$345
75 Ton	\$275	\$325	\$375
90 Ton	\$325	\$375	\$425
100 Ton ¹	\$400	\$500	\$600
150 Ton ¹	\$525	\$625	\$725
Rigger (single person)	\$140	\$190	\$240
Rigging Crew (2 workers)	\$285	\$385	\$485
Gear Truck	\$280 per day		
Crew Time ²	\$230	N/A	
Counterweight Haul	\$500 per day		
Trucking (Flatbed Truck or Tractor)	\$150	\$200	\$250
Office Time (DIR Reporting)	\$95		
Special Reporting	\$100		
Notary ³	\$20		
Special Reporting	\$100		
Fuel	7% of cost of Crane Work		
FOOTNOTES			
1	8 hour Minimum		
2	Where an 8 hour minimum applies to crane time, this rate shall apply for the difference between 8 hours and the hours during which a crane was used		
3	Per Document		

2.1. Definitions:

2.1.1. Straight time: Monday through Friday, first eight (8) hours worked

2.1.2. Overtime: Monday through Friday, first two (2) hours worked after straight time

2.1.3. Premium:

2.1.3.1. Monday through Friday after ten (10) hours worked

2.1.3.2. Saturday and Sunday

2.1.3.3. Holidays

2.1.3.3.1. New Year's Day, Martin Luther King Day, Friday Before President's Day, Presidents Day, Friday before Memorial Day, Memorial Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Day.

2.1.3.3.2. Where the holiday falls on a Saturday, the holiday rate shall apply on the preceding Friday. Where the holiday falls on a Sunday, the holiday rate shall apply on the following Monday.

2.2. Rates shall be effective through the term of this Agreement.

3. Reimbursable Expenses

3.1. Pass-Through Costs:

3.1.1. In some cases, Contractor may pass-through costs such as, but not limited to, tolls, permits, subcontracted activities, or materials.

3.1.2. Such Pass-Through Costs shall be included in the quote.

3.1.3. When these Pass-Through Costs occur, Contractor will invoice City for these costs without markup.

3.1.4. Contractor shall provide supporting documentation such as invoices or receipts for all Pass-Through costs.

3.1.5. Except in the case of emergency, Contractor will notify the City in advance when these costs are anticipated.

3.2. Reimbursement of expenses is subject to the following conditions.

3.2.1. Expenses shall be reimbursable only to the extent that the Contractor submits sufficient documentation to the City that the expenses were directly incurred in providing the requested services and that such costs are not already included in the fee or hourly rate.

- 3.2.2. Travel-related expenses (mileage, lodging, meals, etc.).
 - 3.2.2.1. Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA).
<https://www.gsa.gov/travel-resources>
 - 3.2.2.2. The City shall not reimburse mileage for local travel (within Santa Clara County).

4. Payment Provisions:

- 4.1. Contractor shall submit an invoice to the City monthly, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2. Each invoice shall include the task costs for the previous month.
- 4.3. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Contractor a written explanation of why the expense is being disputed.
- 4.4. The City shall review the invoice submitted by Contractor and shall notify Contractor of any discrepancies or deficiencies in said invoice.
- 4.5. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required Certified Payroll using LCP tracker or other system as directed by City, City shall process the invoice for payment.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND between the
CITY OF SANTA CLARA, CALIFORNIA,
and
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

EXHIBIT F

LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. PREVAILING WAGE REQUIREMENTS

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for

payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

B. AUDIT RIGHTS

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

C. ENFORCEMENT

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.
4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Art Alger, Inc. dba Peninsula Crane & Rigging, a California corporation, with its principal place of business located at 656 Wool Creek Drive, San Jose, California 95112 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Effective Date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If

any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

14. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

18. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

19. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

20. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

21. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

22. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

23. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

24. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

25. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

26. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

27. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

28. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

29. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Electric Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 261-2717

And to Contractor addressed as follows:

Art Alger, Inc. dba Peninsula Crane & Rigging
656 Wool Creek Drive
San Jose, California 95112
or by facsimile at (408) 294-6649

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

30. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

31. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

32. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

33. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

34. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

35. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

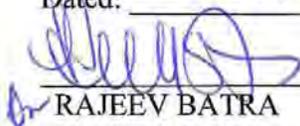
APPROVED AS TO FORM:

Dated: _____

3-28-17



BRIAN DOYLE
Interim City Attorney



RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST: 

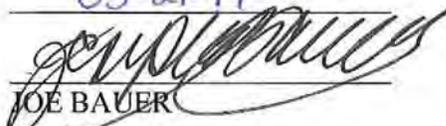
ROD DIRIDON, JR.
City Clerk

"CITY"

ART ALGER, INC. DBA PENINSULA CRANE & RIGGING
a California corporation

Date: _____

03-21-17

By: 

JOE BAUER

Title: President
Address: 656 Wool Creek Drive
San Jose, CA 95112
Telephone: (408) 294-4841
Fax: (408) 294-6649

"CONTRACTOR"

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Annual pricing crane and rigger work" dated February 17, 2017, which is attached to this Exhibit A.

PENINSULA CRANE & RIGGING

656 WOOL CREEK DR., SAN JOSE, CA 95112

Tel 408-294-4841 Fax 408-294-6649



Operated Cranes License No. 299007 Machinery Moving

February 17, 2017

City of Santa Clara / Silicon Valley Power
Attn: Melissa Revino

Re: Annual pricing – crane & rigger work
Quotation: 1702026R1

We propose to provide an operated crane and rigger to remove and move 27,000# engine as directed.

Price: \$1,160.00 – crane, 4 hours portal to portal
\$520.00 – rigger, 4 hours portal to portal

Calculated cost per year for the above scope of services with 15 call outs per year:

- Year 1: \$25,200.00
- Year 2: \$25,500.00
- Year 3: \$25,800.00
- Year 4: \$26,100.00
- Year 5: \$26,400.00

Conditions:

- 1) Work is to be performed on straight time.
- 2) Work performed per union contract; all charges are based on a 4, 6 or 8 hour minimum, portal-to-portal. (from PCR's yard to jobsite, and back to PCR's yard)
- 3) Crane/rigger rates are based on start time between 5:00 and 8:00 AM Monday-Friday. Any start time after 8:00 AM may result in premium time charges.
- 4) Additional work performed or equipment provided will be billed at applicable T&M rates.
- 5) Stand by time beyond the control of PCR will be billed at applicable rates.
- 6) Lessee is to provide adequate access to rig in and stage crane, with clear firm site leveled for safe operation of crane.
- 7) PCR will take precautions but will not be responsible for any damage caused by the size and weight of the crane to curbs, sidewalks, pavement, trees, etc.
- 8) We are to work composite with your crew.
- 9) When working with another craft that receives a higher rate of premium pay, for any period of time, our crew shall be compensated on the same basis.
- 10) Subject to the availability of labor and equipment.
- 11) PCR, upon written request, will supply standard insurance certificates with 2 million coverage with appropriate additionally insured. Any additional insurance requirements including, but not limited to, waiver of subrogation may be attained at an additional cost.
- 12) Quotation is valid for thirty days. Quotation subject to changes in costs of labor, fuel and equipment if more than 30 days old.
- 13) 24 hour notice by phone required to cancel a job start. Cancellation before this time, may invoke show up or labor & equipment charges; cancellations or changes to job cannot be made via E-Mail.
- 14) PCR is to be notified *prior* to the start of all "Prevailing Wage" jobs. Failure to do so may result in additional charges to the customer.
- 15) Any DJR, "online" or special reporting of certified payroll, prevailing wages, etc. will be billed at T & M rates if required. (\$80 per hour)
- 16) All contracts and subcontracts for work to be performed must be signed by both parties prior to start of job.
- 17) FAA: If a jobsite is within a 3-mile radius of any airport and/or excess of 200' of boom, an FAA permit may be required. Please allow a minimum of 60 days to obtain the proper permits.
- 18) 100% payment is to be made within 30 days from date of invoice. Retention is not allowed as we are providing labor only.

If you have any questions regarding this quote please call me.

Upon acceptance of this quotation, please enter your purchase order number in space below and return this form by fax to 408-294-6649. A valid purchase order or contract must be issued prior to mobilization.

Thank you for the opportunity to provide this quote.

Joe Blankenship



Signature _____ Title: _____

Date: _____ P.O. _____

Proposed Date of Work _____

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

**EXHIBIT B
FEE SCHEDULE**

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred twenty-nine thousand dollars and zero cents (\$129,000.00), subject to budget appropriations.

Calculated costs per year for 15 crane call outs each year.

Year 1 - \$25,200.00
Year 2 - \$25,500.00
Year 3 - \$25,800.00
Year 4 - \$26,100.00
Year 5 - \$26,400.00

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 each occurrence
 - \$1,000,000 general aggregate
 - \$1,000,000 products/completed operations aggregate
 - \$1,000,000 personal injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given

to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

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**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ART ALGER, INC. DBA PENINSULA CRANE & RIGGING
a California corporation

By: 

Name: JOE BAUER

Title: President

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California

County of Santa Clara)

On 3/15/2017 before me, Crystal Marie Alger, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Joe Bauer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Crystal Marie Alger
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Affidavit Document Date: 3/15/2017
Number of Pages: 1 Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joe Bauer
 Corporate Officer - Title(s): President
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer - Title(s): _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ART ALGER, INC. DBA PENINSULA CRANE & RIGGING**

EXHIBIT F

MILESTONE SCHEDULE

(Not Applicable)

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Agenda Report

22-182

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on the Second Amendment to the Contract Between the County of Santa Clara And City of Santa Clara - Congregate Meals for the Senior Nutrition Program at the Santa Clara Senior Center for FY2021/22 and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara works collaboratively with the County of Santa Clara to provide a Senior Nutrition Congregate Meals Program (Program) at the Santa Clara Senior Center. The Program targets seniors aged 60 and over, serving a basic need of lower income households and special needs populations. The Program goals are to reduce hunger and food insecurity, increase socialization, and promote the health and well-being of older adults. The Program is a gateway to other supportive community programs and services at the Senior Center.

On August 20, 2019, Council authorized the City Manager to execute an agreement with the County for the Program including a provision for four, one-year extensions on a “fiscal year” (FY) July 1 through June 30 basis. The original agreement (Attachment 1) was effective July 1, 2019 through June 30, 2020 with a not to exceed amount of \$111,221 to serve on average, 63 meals per day, five days per week, for a total of 15,687 meals per year. The City’s contribution to the program includes funding in the amount of \$24,000 from the Community Development Block Grant (CDBG) program, \$3,445 from the General Fund, variable amounts of participant donations, and a volunteer match.

On May 4, 2021, Council authorized the City Manager to execute an agreement including amendments with the County for the Program for COVID-19 Emergency Meals served from November 1, 2020 through June 30, 2021. The agreement (Attachment 2) provided funding in the amount of \$209,280 to serve, on average, 180 meals per day for an additional \$24,000 due to continued pandemic impacts and food insecurity among greater numbers of eligible seniors.

DISCUSSION

In December 2021, the County issued the City the Second Amendment (Attachment 3) to the agreement for provision of the Senior Nutrition Congregate Meals Program at the Senior Center for FY2021/22. The amendment:

- Adds Exhibit A-2 Program Provisions which describes basic terms and the financial obligations including the not to exceed amount of \$121,324 for FY 2021/22, and a total contract not to exceed amount of \$361,730; with two one-year extension options;

- Adds Exhibit B-2 Program Plan & Requirements which describe the Program, eligibility, meals, site conditions, etc.;
- Adds Exhibit C-3: Service Plan & Budget, Staffing Plan, and Resource Table; and
- Adds Exhibit D-2: “Logic Model” which defines the Program goals, activities and measures.

All other terms and conditions remain in effect.

Similar to previous years, the City has allocated funds for Program expenditures. The County will reimburse the City for an average daily meal count of 69 in a not to exceed amount of \$121,324 for allowable Program expenditures. The City will fund the remaining Program costs in the amount of \$24,000 (approximately 19% of contract total) from CDBG, the Parks & Recreation Department operating funds and donations.

As has occurred in the past, the County may also adjust the Program budget during the fiscal year to provide for additional meals and funding. The recommendation, therefore, requests authorization for the Office of the City Manager to execute any additional modifications or amendments from the County for this Program, subject to the appropriation of funds. This will give the City the ability to respond to County Program changes efficiently and provide continuity of services to seniors in the program.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The City’s Senior Nutrition Program revenues and appropriations have been included in the Fiscal Years 2021/22 and 2022/23 Operating Budget in the Parks and Recreation Operating Grant Trust Fund. The City pays 19% of the total contract amount, or \$24,000 from Community Development Block Grant funds, and less than 1%, or \$3,445, from the General Fund. The County funds the remaining cost of the program on a reimbursement basis. The requested budget amendment is to decrease the current FY 2021/22 budget appropriation of \$144,539 by \$23,215 for a total budget appropriation of \$121,324.

Budget Amendment

FY 2021/22

Current	Increase/ (Decrease)	Revised
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Parks and Recreation Operating
Grant Trust Fund
Revenues

Other Agencies Revenue	\$144,539	(\$23,215)	\$121,324
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Expenditures

Senior Nutrition Program	\$144,539	(\$23,215)	\$121,324
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COORDINATION

This report has been coordinated with the City Manager's Office, City Attorney's Office and Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve and authorize the Office of the City Manager to execute the Second Amendment to the Contract Between the County of Santa Clara and City of Santa Clara -Congregate Meals at the Santa Clara Senior Center in the amount not to exceed \$121,324 for FY 2021/22;
2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve the related FY 2021/22 budget amendment in the Parks and Recreation Operating Grant Trust Fund to decrease the Other Agencies Revenue and the Senior Nutrition Program by \$23,215 (majority affirmative Council votes required) ; and
3. Authorize the Office of the City Manager to negotiate and execute amendments to the Agreement, subject to Council appropriation of funds.

Reviewed by: James Teixeira, Director, Parks & Recreation

Approved by: City Manager's Office

ATTACHMENTS

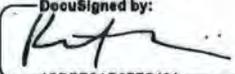
1. Contract - County of Santa Clara for Senior Nutrition Congregate Meals Program
2. Contract - County of Santa Clara for Senior Nutrition Program COVID19 Emergency Meals
3. Second Amendment - County of Santa Clara for Senior Nutrition Congregate Meals

**CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
CITY OF SANTA CLARA**

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and City of Santa Clara (henceforth, CONTRACTOR) for the Senior Nutrition – Congregate Meals Program.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, and Exhibit D: Logic Model which are attached hereto and incorporated herein by this reference and made a part of this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

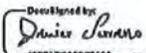
COUNTY OF SANTA CLARA

DocuSigned by:

10DB7CAD07FC491...
Robert Menicocci, Director
Social Service Agency
Date: 10/22/2019

DocuSigned by:

John P. Mills
Deputy County Executive
Date: 6/18/2019

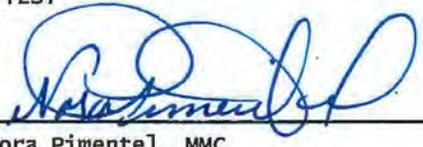
APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Javier Serrano, Deputy County Counsel
Date: 6/17/2019

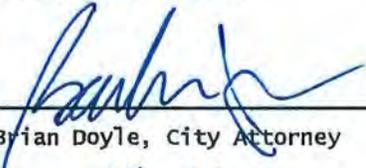
CONTRACTOR

 FOTC
Deanna J. Santana, City Manager
City of Santa Clara
Date: 10-7-19

ATTEST


Nora Pimentel, MMC
Date: 10/9/19

APPROVED AS TO FORM


Brian Doyle, City Attorney
Date: 9/30/19

Contract General Terms and Conditions

Article I General Terms

1. **TOTALITY OF CONTRACT**

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 of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

2. **AMENDMENTS**

All amendments or modifications must be in writing and signed by authorized representatives of all contracting parties.

3. **CONFLICTS OF INTEREST**

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

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

c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated

position," (2 CCR 18701(a)(2)), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

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

4. APPLICABLE LAWS AND VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. In the event that suit is brought by either party, the parties agree that trial of such action shall be exclusively vested in a state court in the County of Santa Clara or, if federal jurisdiction is appropriate, in the United States District Court for the Northern District of California, San Jose, California.

5. SUBCONTRACTING AND ASSIGNABILITY

This Contract cannot be subcontracted or assigned without prior written approval of COUNTY. In the event of such approval, any sub-contract or assignment is subject to the same provisions for providing service as the Contract between COUNTY and CONTRACTOR. CONTRACTOR must monitor, evaluate, and account for the sub-CONTRACTOR(s) services and operations. Any assignment of this Contract or sub-contract entered into in violation of this provision by CONTRACTOR is void and CONTRACTOR will be held legally responsible.

6. WAIVER

The waiver of any breach of the terms hereof, or of any default hereunder, is not deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and does not affect the terms hereof. No waiver or modification is valid or binding unless in writing and signed by both parties.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein.

CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. **SEVERABILITY OF PROVISIONS**

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

Article II

Fiscal Accountability and Requirements

1. **AVAILABILITY AND SUBSTITUTION OF FUNDS**

a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.

b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. **COMPENSATION TO CONTRACTOR**

Compensation method shall be fee for service with a quarterly reconciliation to actual costs.

3. **DISALLOWED COSTS**

a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.

b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. **FINANCIAL RECORDS**

a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).

b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the

nature and propriety of all costs incurred, and reimbursed by COUNTY.

- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III
Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency, as outlined in Article II.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning

CONTRACTOR's performance under this Contract.

- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
- e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
- f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
- g. Contractor guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. **RESPONSIBILITY FOR AUDIT EXCEPTIONS**

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. **MONITORING AND EVALUATION**

- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the

following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the contractor.

- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION

- a. Termination for Convenience
COUNTY and/or CONTRACTOR may request a termination of convenience (without cause) by notifying the other party in writing 30 days prior to the effective date of termination.
- b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs Issued by the General Services Administration.

c. Terminations

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. **NON-EXCLUSIVE REMEDIES**

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

**Article IV
Statutes, Regulations, and Policies**

1. **COMPLIANCE WITH STATUTES AND REGULATIONS**

- a. CONTRACTOR will comply with all Federal, State and local statutes, laws, rules, regulations, codes, and ordinances, (Laws) effective at the inception of the Contract and that become effective during the Term of this Contract relating to its performance under this Contract. To the extent that Laws are in conflict with provisions of this Contract, the Laws prevail. CONTRACTOR will also provide services under the Contract in accordance with the resolutions, policies, procedures, directives and guidelines issued by the COUNTY Board of Supervisors or the Social Services Agency.
- b. CONTRACTOR will comply with all applicable subsequent amended or added Federal, State, and local Laws and execute amendments necessary to implement such Laws.
- c. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
- d. For Contracts over \$100,000 CONTRACTOR will comply with all applicable

standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- e. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. NONDISCRIMINATION OF EMPLOYMENT

- a. CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102.

- b. For Contracts over \$10,000 CONTRACTOR agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFP Part 60).

- c. During the performance of this Contract, CONTRACTOR and its SUBCONTRACTORS must not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of:

- i. Age (40 and above),
- ii. Ancestry,
- iii. Color,
- iv. Disability (Mental and Physical) including HIV and AIDS,
- v. Ethnic Group Identification,
- vi. Family and Medical Care Leave,
- vii. Marital Status,
- viii. Medical Condition (cancer/genetic characteristics),
- ix. National Origin,
- x. Pregnancy Disability Leave,
- xi. Political Belief,
- xii. Race,
- xiii. Reasonable Accommodation,
- xiv. Religious Creed,
- xv. Sex/Gender, or
- xvi. Sexual Orientation.

- d. CONTRACTOR and SUBCONTRACTORS ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- e. CONTRACTOR and SUBCONTRACTORS comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulation promulgated hereunder (California Code Regulations, Title

2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code, Section 12990 (a) - (f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California code Regulations, Title 2, Section 7285.0 et seq.).

- f. CONTRACTOR and its SUBCONTRACTORS will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- g. CONTRACTOR must include the non-discrimination and compliance provisions of this clause in all SUBCONTRACTS to perform work under this Contract.

3. NONDISCRIMINATION OF SERVICES

a. CONTRACTOR ensures that services provided under this Contract are nondiscriminatory and that no person is denied services or subjected to discrimination under any program or activity because of:

- i. Age (40 and above),
- ii. Ancestry,
- iii. Color,
- iv. Disability (Mental and Physical) including HIV and AIDS,
- v. Ethnic Group Identification,
- vi. Marital Status,
- vii. Medical Condition (cancer/genetic characteristics),
- viii. National Origin,
- ix. Political Belief,
- x. Race,
- xi. Reasonable Accommodation,
- xii. Religious Creed,
- xiii. Sex/Gender, or
- xiv. Sexual Orientation.

b. CONTRACTOR may exclude an individual or group when the services of a program are restricted to a specific class of individuals or group and included as a provision of this Contract.

c. CONTRACTOR ensures that its appropriate personnel involved in providing services are educated regarding AIDS and HIV infection.

4. CONFIDENTIALITY

a. CONTRACTOR must require its employees and all persons performing services at its direction to comply with the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.

i. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.

ii. No person may publish, disclose, use, or permit or cause to be published or

disclosed; any confidential information pertaining to services, except as is provided by law.

- b. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions Stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.
 - c. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 4 survive the termination of this Contract.
5. **ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**
CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.
6. **COUNTY NO-SMOKING POLICY**
CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual Section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.
7. **FOOD AND BEVERAGE STANDARDS**
- a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.
 - b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

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

8. **CONTRACTING PRINCIPLES**

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:
https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf

9. **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.

10. **MAINTENANCE OF SOFTWARE**

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

11. **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.

12. **COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

- a. Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- b. **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- c. **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- d. **Definitions:** For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- e. **Prior Judgments, Decisions or Orders against Contractor:** BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, AN INVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR

LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

- 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, Contractor receives a Final Judgment rendered against It for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Contract 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 Contract concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this 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 Contractor's normal business hours upon no less than 10 business days' advance notice.
- h. **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Contract and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- 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 Contract and at law. County may, among other things, take any or all of the following actions:
- ii. Suspend or terminate any or all parts of this Agreement.
 - iii. Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - iv. Offer Contractor an opportunity to cure the breach.

- i. Subcontractors: Contractor 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.

13. LIVING WAGE (If Applicable)

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

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

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

14. COUNTY DATA & CONFIDENTIALITY

- a. "COUNTY Data" shall mean data and information received by Contractor from COUNTY. As between Contractor and COUNTY, all COUNTY Data shall remain the property of COUNTY. Contractor shall not acquire any ownership interest in the COUNTY Data. Contractor shall not, without COUNTY's written permission consent, use or disclose the COUNTY Data other than in performance of its obligations under this MOU. Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of COUNTY Data; protect against any anticipated threats or hazards to the security or integrity of COUNTY Data, protect against unauthorized access to or use of COUNTY Data that could result in substantial harm or inconvenience to COUNTY or any end user; and ensure the proper disposal of COUNTY Data upon termination of this contract. Contractor shall take appropriate action to address any incident or unauthorized access to COUNTY Data, including

addressing and/or remedying the issue that result in such unauthorized access, notifying COUNTY as soon as possible of any incident of unauthorized access to COUNTY Data, or any other breach in Contractor's security that materially affects COUNTY or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions herein. Should confidential and/or legally protected COUNTY Data be divulged to unauthorized third parties, contract shall comply with all applicable Federal and State laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at Contractor's sole expense (if applicable). Contractor shall not charge COUNTY for any expense associated with Contractor's compliance with the obligations set forth in this section.

- b. Contractor must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
- c. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against Contractor. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.
- d. Contractor will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 3 survive the termination of this contract.

Article V
INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Contract by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Contract to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Contract and does not prevail in that contest.

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional Insureds."

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Contract may be fulfilled by self-insurance on the part of the Contractor.

However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Contract be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

Agency: City of Santa Clara

Program Name: Senior Nutrition Program – Congregate Meals

This is a contract between the County of Santa Clara (COUNTY) and the (CONTRACTOR) for the purpose of providing meals for persons 60 years of age and older, funded by the following source: authorized by the Older Americans Act of 1965, as amended, P.L. 89-73; U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto.

1. TERM OF CONTRACT

The term begins on July 1, 2019, and expires on June 30, 2020, unless terminated earlier or otherwise amended; with four one-year extension options.

2. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$111,220.83 in FY2019-2020.

3. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the COUNTY has the option to either terminate this Contract without notice (except that is necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

4. FEE FOR SERVICE CONTRACT

- a. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, and Exhibit D: Logic Model, for the performance of services as outlined in this Contract up to the maximum compensation.
 - i. For Non-Profit Agencies, OMB Circular A-122.
 - ii. For Local Governments, OMB Circular A-87.
 - iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 - iv. For Profit Making Organization, 41 CFR Part 1.
- b. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
- c. CONTRACTOR must participate in a quarterly reconciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly reconciliations must be submitted with the corresponding monthly invoice. During each reconciliation, all funds paid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor

Exhibit A: Program Provisions

and the remaining cash, if any. This provision survives the termination of this Contract.

- d. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

5. **PARTICIPANT CONTRIBUTIONS**

- a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.
- b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locking in a safe, pending deposit into the Senior Nutrition Program bank account.

6. **ADVANCE PAYMENTS**

- a. Notwithstanding Section 1 above, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.
- b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.
- c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or; deducting the advance payment amount in a lump sum from the remaining contract balance.

7. **COMPENSATION**

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services

Exhibit A: Program Provisions
rendered, as well as payment for participant and guest contributions as outlined in
Exhibit B: Program Plan & Requirements.

- a. Prior to submittal, invoices and reconciliations must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
 - b. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year to date meals listed in the Service Delivery Plan in Exhibit C: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.
 - c. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
 - d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
 - e. COUNTY is not obligated to reimburse CONTRACTOR for any service or expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.
8. **SERVICE PROVIDED**
- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
 - b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
 - c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR's site as a home meal site.
9. **CONTRACT REPRESENTATIVES**
- a. CONTRACTOR designates City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.

- b. COUNTY designates the Senior Nutrition Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

10. **NOTICES**

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

- a. To COUNTY:
 - Social Services Agency
 - Agency Director
 - CC: Senior Nutrition Program Manager
 - 333 West Julian Street, 4th Floor
 - San Jose, California 95110-2335

- b. To CONTRACTOR:
 - Deanna J. Santana
 - City Manager
 - 1500 Warburton Avenue
 - Santa Clara, CA 95050

11. **COUNTY'S CONTRACT TRANSITION PROCESS**

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.



Agency: City of Santa Clara (CONTRACTOR)

Program Name: Senior Nutrition Program – Congregate Meals (PROGRAM)

1. **SERVICE DESCRIPTION & EXPECTED OUTCOME**

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The PROGRAM provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services.

2. **PERMITS AND LICENSES**

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. **ELIGIBLE INDIVIDUALS**

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965.

4. **MEALS**

- a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.
- b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.
- c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality.

5. **CONGREGATE MEAL SITES**

- a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in Exhibit C: Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in Exhibit C with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold

Exhibit B: Program Plan & Requirements

payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

- i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
 - ii. The relocation or addition changes the service area served by this contract.
 - iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
 - d. CONTRACTOR ensures that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.
 - e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.
 - f. Innovative services may be added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
 - g. Notwithstanding a designation as a catered site in Exhibit C: Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.
6. **NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS**
- a. CONTRACTOR will provide the number of hot meals as specified in Exhibit C: Budget. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in Exhibit C: Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.
 - b. CONTRACTOR will be paid for the number of meals served at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a).
 - c. CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in Exhibit C: Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services, CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. **ADVISORY COUNCIL**

CONTRACTOR will ensure that an election is held to elect a participant to represent the nutrition site on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. **SUPPORTIVE SERVICES**

- a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:
- i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;
 - ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;
 - iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or referrals to other resources;
 - iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;
 - v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;
 - vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.
- b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. **FOOD INVENTORY**

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

10. **PEST CONTROL**

CONTRACTOR is required to follow the pest control requirements in the current SNP Policy Manual. In addition, if a pest issue is identified, COUNTY reserves the

right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. DATA COLLECTION AND PRIVACY

- a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means. COUNTY will be considered legal owner of all equipment provided to CONTRACTOR for this purpose. Such equipment is considered Non-Expendable property as described in Section 16 of this Exhibit.
- b. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report for the prior month by the fourth (4th) working day of the current month to their assigned registered dietitian.
- c. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted to the designated COUNTY staff person at least monthly for registrants from the prior month along with the Monthly Report. CONTRACTOR must submit any new monthly registrations prior to the fifth (5th) working day of every month.
- d. CONTRACTOR must submit their electronic participant demographic scanner data and related documents for the prior month by the fifth (5th) working day of every month to the Senior Nutrition Program.
- e. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- f. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: [https://www.aging.ca.gov/ProgramsProviders/Information Security and Privacy/Presentation/index.html](https://www.aging.ca.gov/ProgramsProviders/Information%20Security%20and%20Privacy/Presentation/index.html)). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. PARTICIPANT CONTRIBUTION PRINCIPLES

- a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to pay for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is \$3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is \$3.00 per day. Contributions are confidential. CONTRACTOR will not disclose records of the amount of

Exhibit B: Program Plan & Requirements
contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.

- b. CONTRACTOR will submit participant contributions on a monthly basis to be included with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. **VOLUNTEER, GUEST, AND STAFF MEALS**

- a. Volunteer Meals: A volunteer under the age of 60 who provides services during meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a \$3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.
- b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least \$8.00 or up to the actual cost of the meal served, as specified in Exhibit C: Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.
- c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. **MANDATORY ATTENDANCE**

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition, Congregate Meals Program.

15. **PURCHASES**

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. **NON-EXPENDABLE PROPERTY**

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five-hundred dollars (\$500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

17. **COMPETITIVE BID REQUIREMENTS**

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. **OVERTIME WORK**

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

19. **RESTRICTION OF DISCLOSURES**

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. **CARE ACCESS ERROR RATE REQUIREMENT**

Federal regulations pursuant to Title III of the Older Americans Act of 1965 (OAA) establish procedures for allocating money to states for various senior services. States have established allocation mechanisms to award monies to their Area Agencies on Aging (AAA). These AAAs in turn, award monies via contracts or grants to carry out the mission of the OAA.

Sourcewise, the County of Santa Clara's designated AAA, allocates money for the provision of the Congregate Meals Program by reimbursing the County based on the number of meals served seniors each month. This data is tracked through Sourcewise's Care Access Database. When there is a discrepancy between the paper total (signatures of SNP participants) and scanner total (scanned barcodes of SNP participants), an error rate arises. Currently, if the total combined error rate of all Senior Nutrition Meal Sites exceeds five percent (5%), the County will not be reimbursed by Sourcewise. Therefore, CONTRACTOR's data that is imported into Sourcewise's Care Access Database must not exceed an error rate of 5%.

If CONTRACTOR's imported data exceeds an error rate of 5%, COUNTY will withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

Should Sourcewise decide to reimburse the County regardless of the combined error rate of all Senior Nutrition Meal Sites, then the County will not withhold any percentage of CONTRACTOR's invoice regardless of CONTRACTOR's error rate for that month.

21. GRIEVANCE POLICY

- a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:
 - i. Time frames within which a complaint will be acted upon.
 - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.
 - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
- b. CONTRACTOR shall notify older individuals of the grievance process available to them by:
 - i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals who are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.
- c. Complaints may involve, but not be limited to, any or all of the following:
 - i. Amount or duration of a service.
 - ii. Denial or discontinuance of a service.
 - iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in your contract with Sourcewise.
- d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.

22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 2020.

Agency Name: City of Santa Clara

Site: Santa Clara Senior Center

A	B	C	D	E	F
	# of Daily Meals	# of Serving Days	Annual Meals	Rate	Total Contract Amount***
Budget	63	249	15,687	\$7.09	\$111,220.83
Per Meal Reimbursement Rate*					\$111,220.83
Grand Total					\$111,220.83

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:30 AM	N/A	N/A					
Service End	12:30 PM	N/A	N/A					
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5

Site Preparation Type
Catered

*Only meals provided to eligible participants which meet dietary requirements will be reimbursed.

**The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.

***Food costs must equal at least 25% of the Total Contract Amount. Meals that are unserved will not be reimbursed.

Agency Name: City of Santa Clara

Site Location: Santa Clara Senior Center

63	249	15,687	33.4	0.00%
# of Daily Meals	Serving Days	Annual Meals	Annual Paid Time Off (Hours)	Fringe/Payroll Tax Rate

A	B	C	D	E	F	G	H
Job Title*	Daily Hours	Hourly Rate	Salaries	Paid Time Off (Holiday, Vacation/ Sick Leave)	Fringe / Payroll Taxes	Medical Insurance	Cost per Employee
Site Manager	5.00	\$19.74	\$ 24,576	\$ 659	\$ -	\$ -	\$ 25,235
Kitchen Aide 1	4.00	\$15.05	\$ 14,990	\$ 503	\$ -	\$ -	\$ 15,493
Volunteers	8.00	\$15.00	\$ 29,880	\$ -	\$ -	\$ -	\$ 29,880
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Total	17.00	/	\$ 69,446	\$ 1,162	\$ -	\$ -	\$ 70,608

*All personnel costs in the Staffing Plan are built into the per meal rate listed on Exhibit C: Budget, Service Plan & Budget.

Agency Name: City of Santa Clara
Region/Site Location: Santa Clara Senior Center

A	B	C	D	E
Source of Funds	FY20 SCC Funding	% of Total Funding	Matching Amount	Commitment Code
Santa Clara County Senior Nutrition Program (This Contract)	\$111,220.83	66%		1
<i>Other Funding Sources:</i>				
CDBG		14%	\$24,000.00	1
City of Santa Clara General Fund		2%	\$3,445.00	1
Volunteer Hours (In-kind)		18%	\$29,880.00	3
Non-senior contributions		0%	\$500.00	3
		0%		
		0%		
		0%		
		0%		
Total Anticipated Funding **	\$111,220.83	100%	\$57,825.00	\$ 169,046
Matching Amount	SCC Contract Amount	Match Percent (Match/SCC Contract)		
\$ 57,825	\$ 111,221	52%		
Per Meal Match	Actual Meal Cost (Match+ SCC Rate)			
\$ 3.69	\$10.78			
Commitment Code				
1	Firm Commitment-Already have an agreement or letter confirming funding			
2	Anticipated Renewal of Existing Funding-Continuation of current year funding			
3	Anticipated Resource-Projection of previous fees or donations			
4	Application Pending-Application has been submitted, no confirmation at this time			
5	Pre-Application-Not yet submitted			

Logic Model -

Congregate Meals

Agency Name: City of Santa Clara

A. Contract Goal: Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation	C. Activities/Services	D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output	E. Short/Long Term Outcome Measures
<p>Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.</p>	<p>Provide training to meal site volunteers on food safety topics.</p> <p>Provide catered meal to older adults age 60 or older.</p>	<p>12</p> <p>300</p>	<p>6</p> <p>15,687</p>	<p>Volunteer Trainings</p> <p>Meals</p>	<p>By June 30, 2020 at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.</p>

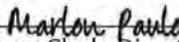
**CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND
CITY OF SANTA CLARA FOR THE PROVISION OF SENIOR NUTRITION PROGRAM – COVID-19
EMERGENCY MEALS**

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and City Of Santa Clara (henceforth, CONTRACTOR) for Senior Nutrition Program - COVID-19 Emergency Meals.
2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, Exhibit D: Logic Model and Exhibit E: Federally Required Contract Provisions which are attached hereto and incorporated herein by this reference and made a part of this Contract.

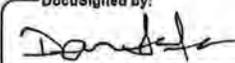
IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

DocuSigned by:


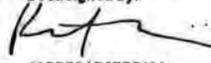
 For Gen. Clerk, Director of Procurement
 County of Santa Clara

DocuSigned by:


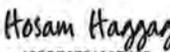
 Deanna J. Santana, City Manager
 City of Santa Clara

Date: 6/14/2021

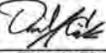
Date: 5/12/2021

DocuSigned by:


 Robert Menicocci, Agency Director
 Social Services Agency
 Date: 5/18/2021

ATTEST:
 DocuSigned by:


 Hosam Haggag, City Clerk
 City of Santa Clara
 Date: 5/17/2021

DocuSigned by:


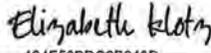
 Daniel Crick, Chief Fiscal Officer
 Social Services Agency
 Date: 5/5/2021

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM

DocuSigned by:


 Michaela Lewis
 Lead Deputy County Counsel
 Date: 5/5/2021

DocuSigned by:


 Brian Doyle Elizabeth Klotz for
 City Attorney
 Date: 5/12/2021

Contract General Terms and Conditions

Article I General Terms

1. **ENTIRE CONTRACT**

This Contract and its Exhibits/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 Contract. 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.

2. **AMENDMENTS**

This Contract may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. **CONFLICTS OF INTEREST**

- a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the COUNTY.
- b. In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR further covenants that, in the performance of this Agreement, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.
- c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, CONTRACTOR shall, upon execution of this Agreement, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that

capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18700.3), as part of CONTRACTOR's service to the COUNTY under this Agreement. CONTRACTOR shall immediately notify the COUNTY of the names and email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Agreement in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the COUNTY.

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

4. GOVERNING LAW, VENUE

This Contract 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.

5. ASSIGNMENT

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

6. WAIVER

No delay or failure to require performance of any provision of this Contract 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.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

Article II
Fiscal Accountability and Requirements

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

- a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.
- b. If applicable, the COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract. CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be Fee for Service.

3. DISALLOWED COSTS

- a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.
- b. If funding under this Contract is from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

- a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).
- b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.
- c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

Article III
Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

- a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.
- b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.
- c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.
- d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

- a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.
- b. CONTRACTOR must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.
- c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.

- d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.
- e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.
- f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.
- g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (<https://www.sam.gov/>). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Agreement.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION

- a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.
- b. COUNTY may conduct participant interviews to determine program compliance.
- c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.
- d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five

factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.

- e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restriction(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.
- f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

- a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.
- b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.
- c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION

- a. Termination for Convenience
COUNTY may, by written notice to CONTRACTOR, terminate all or part of this Agreement at any time for the convenience of the COUNTY. The notice shall specify the effective date and the scope of the termination.
- b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not

limited to the following:

- i. CONTRACTOR failure to comply with any contract provision;
- ii. CONTRACTOR fails to meet the performance criteria of this Contract;
- iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
- iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
- v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
- vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
- vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations

In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. **NON-EXCLUSIVE REMEDIES**

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV

Statutes, Regulations, and Policies

1. **COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

- a. Compliance with All Laws. CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- b. Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act

(Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- c. Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- d. Definitions: For purposes of this Section, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- e. Prior Judgments, Decisions or Orders against CONTRACTOR : BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, AN INVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

- 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, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- g. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to CONTRACTOR's records, CONTRACTOR shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, CONTRACTOR shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this 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 CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.
- h. Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Applicants.
- 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:
 - I. Suspend or terminate any or all parts of this Agreement.
 - II. Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - III. Offer CONTRACTOR an opportunity to cure the breach.
- j. Subcontractors: CONTRACTOR 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.

- k. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).
- l. For Contracts over \$100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

3. COUNTY NO-SMOKING POLICY

CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

4. FOOD AND BEVERAGE STANDARDS

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

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

5. **CONTRACTING PRINCIPLES**

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:

https://www.sccgov.org/sites/scc/Documents/Type_I_or_Type_II_Contractors.pdf

6. **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.

7. **MAINTENANCE OF SOFTWARE**

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system, hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. **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.

9. **LIVING WAGE (If Applicable)**

Unless otherwise exempted or prohibited by law or County policy, where applicable, CONTRACTORS that contract with the COUNTY to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage

Policy”), and their subcontractors, where the contract value is \$100,000 or more (“Direct Services Contract”), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

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

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

10. COUNTY DATA & CONFIDENTIALITY

- a. Definitions: “COUNTY Data” shall mean data and information received by CONTRACTOR from COUNTY. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a CONTRACTOR for use by COUNTY. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to CONTRACTOR, its agents or employees, or any of its affiliates or representatives.
- b. CONTRACTOR shall not acquire any ownership interest in County Data (including County Confidential Information). As between CONTRACTOR and COUNTY, all County Confidential Information and/or County Data shall remain the property of the COUNTY. CONTRACTOR shall not, without COUNTY’s written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- c. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that

could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement, CONTRACTOR shall seek and follow COUNTY's direction regarding the proper disposition of County Data.

- d. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users. If the initial notification is by phone, CONTRACTOR shall provide a written notice within 5 days of the incident. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at CONTRACTOR's sole expense. CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with these obligations.
- e. CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.
- f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.
 - I. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration, performance compliance, monitoring or auditing of the program.
 - II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.
- g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

- h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

- a. The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to COUNTY, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara COUNTY before the COUNTY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.
- b. CONTRACTOR further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

Article V
Insurance Requirements

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Contract by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Contract to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Contract and does not prevail in that contest.

Insurance

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

A. Evidence of Coverage

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

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

B. Qualifying Insurers

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

C. Notice of Cancellation

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

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

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

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

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

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

E. Special Provisions

The following provisions shall apply to this Agreement:

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

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

Exhibit A: Program Provisions

Agency: City of Santa Clara

Program Name: Senior Nutrition Program – COVID-19 Emergency Meals

1. SERVICE DESCRIPTION

This is a contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) for the purpose of providing to-go, curbside pickup, or home delivered Covid-19 emergency response meals at currently operating congregate meal site(s). These meals supplement the meals provided through the regular Congregate Meals program, which is funded, authorized by, and to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto, but this agreement is wholly, separately funded to satisfy the need for supplemental nutrition services cause by and during the Covid-19 pandemic emergency.

For logistical simplicity, services will be identical to services contracted for in CONTRACTOR's Congregate Meals contract with the COUNTY, except that all meal-related data and back up documentation must be tracked separately according to direction from COUNTY and that meals will generally not be served onsite or in a communal manner and meals may be served to populations not qualified to receive a meal under the Older Americans Act of 1965, with written approval of COUNTY.

2. DELIVERABLES

a. Invoices

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by the CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit D: Logic Model.

3. TERM OF CONTRACT

The term begins November 1, 2020, and expires on June 30, 2021, unless terminated earlier or otherwise amended.

4. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$209,280.00 in FY2020-2021.

5. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the COUNTY has the option to either terminate this Contract without notice (except that is necessary to transition clients in the discretion of the County) and with no liability occurring to

Exhibit A: Program Provisions

the County, or to offer an amendment to this Contract indicating the reduced amount.

6. FEE FOR SERVICE CONTRACT

- a. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, Exhibit D: Logic Model and Exhibit E: Federally Required Contract Provisions, for the performance of services as outlined in this Contract up to the maximum compensation.
 - i. For Non-Profit Agencies, OMB Circular A-122.
 - ii. For Local Governments, OMB Circular A-87.
 - iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 - iv. For Profit Making Organization, 41 CFR Part 1.
- b. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
- c. CONTRACTOR must participate in a quarterly reconciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly reconciliations must be submitted with the corresponding monthly invoice. During each reconciliation, all funds paid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor and the remaining cash, if any. This provision survives the termination of this Contract.
- d. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

7. OUTCOME MEASUREMENT REPORTING

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D: Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx.

Exhibit A: Program Provisions

CONTRACTOR must submit the report by the tenth (10th) working day after each quarter for services performed during the preceding quarter.

Quarterly Program Reports

CONTRACTOR will submit Quarterly Program Reports no later than the following dates:

- a. January 15, 2021 (if applicable)
- b. April 15, 2021 (if applicable)
- c. July 15, 2021

8. PARTICIPANT CONTRIBUTIONS

- a. CONTRACTOR will collect submit participant contributions according to the Senior Nutrition Program Congregate Meals Policy & Procedures Manual.
- b. To protect the anonymity of the participant, participants contributions will be collected, combined, and returned to the Senior Nutrition Program with other Congregate Meals program contributions.

9. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services rendered, as well as payment for participant and guest contributions as outlined in Exhibit B: Program Plan & Requirements.

- a. Prior to submittal, invoices and reconciliations must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- b. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in Exhibit C: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.
- c. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount

Exhibit A: Program Provisions

pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.

- e. COUNTY is not obligated to reimburse CONTRACTOR for any service or expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

10. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
- c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR's site as a home meal site.

11. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates Deanna J. Santana, City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Senior Nutrition Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

12. ADJUSTMENT TO EXHIBIT B: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Plan begins.

13. ADJUSTMENT TO EXHIBIT C: BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request,

Exhibit A: Program Provisions

COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

14. ADJUSTMENT TO EXHIBIT D: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

15. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

To COUNTY: Social Services Agency, Director
CC: Senior Nutrition Program Manager
353 West Julian Street, 4th Floor
San Jose, California 95110-2335

To CONTRACTOR: Deanna J. Santana
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

16. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

Exhibit B: Program Plan & Requirements

Agency: City of Santa Clara (CONTRACTOR)

Program Name: Senior Nutrition Program – COVID-19 Emergency Meals (PROGRAM)

1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors who are not able to receive meals through the regular Congregate Meals contract or other funding sources receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965. Additional eligible persons may be added by COUNTY in writing.

4. MEALS

- a. Meals served by CONTRACTOR will be the same as in the CONTRACTOR's Congregate Meals contract with COUNTY.
- c. Table settings will be of reasonable quality. If disposable dinnerware or to-go containers are used or provided, they will be of sturdy quality and maintain a safe food temperature until participant can return home to eat the meal.

5. CONGREGATE MEAL SITES

- a. CONTRACTOR will provide COVID-19 emergency meals at the congregate meal site(s), days, and times indicated in CONTRACTOR's Congregate Meal contract with the county. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend

Exhibit B: Program Plan & Requirements

or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

- i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
- ii. The relocation or addition changes the service area served by this contract.
- iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
- d. CONTRACTOR ensures that a pleasant pick up atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs, as well as for physical distancing during meal pick up.
- e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility or pick up location.
- f. Innovative meal delivery options may added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
- g. If a site uses a caterer to prepare its meals, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

- a. CONTRACTOR will provide up to the number of meals as specified in Exhibit C: Budget at the rate listed in the budget subject to the quarterly expense reconciliation process. Meals will provided to meet demand cause by the declared Covid-19 pandemic emergency and not to meet normal demand not related to the emergency. Meal
- b. CONTRACTOR will be paid for the number of meals provided to individuals, not the number of meals purchased or prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements.
- c. CONTRACTOR may provide meals at any of its regular Congregate Meal site on their regularly scheduled operating days during regularly scheduled operating hours. Meals are not dedicated to a specific meals site but are flexible to meet any demand related to the emergency.

7. FOOD INVENTORY

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent

Exhibit B: Program Plan & Requirements

deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

8. **PEST CONTROL**

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified. COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

9. **DATA COLLECTION AND PRIVACY**

- a. CONTRACTOR will be required to collect program data through the use of electronic collection methods that is separate from its Congregate Meals contract. Such methods will include the use of an iOS-device to electronically track participant meals. CONTRACTOR must comply with collection requirements as directed by COUNTY.
- b. CONTRACTOR will be required to create separate sign-in sheets as back up for the electronic program data in subsection (a) above.
- c. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – FEMA Monthly Report for the prior month by the fourth (4th) working day of the current month to their assigned registered dietitian.
- d. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- e. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

10. **PARTICIPANT CONTRIBUTION PRINCIPLES**

CONTRACTOR must follow the participant contributions policy in its Congregate Meals contract with COUNTY.

11. **PURCHASES**

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

12. **NON-EXPENDABLE PROPERTY**

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five- hundred dollars (\$500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written

Exhibit B: Program Plan & Requirements

approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

13. COMPETITIVE BID REQUIREMENTS

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

14. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

15. ERROR RATE REQUIREMENT

When there is a discrepancy between the paper total (signatures of FEMA participants) and scanner total, an error rate arises. CONTRACTOR's data must not exceed an error rate of 5%.

If CONTRACTOR's data exceeds an error rate of 5%, COUNTY may withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

16. GRIEVANCE POLICY

CONTRACTOR must follow the grievance policy in its Congregate Meals contract with COUNTY.

17. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 2021.

FY 2020-2021

Exhibit C: Budget

Agency Name: City of Santa Clara

Program Name: COVID-19 Emergency Meals

A	B	C	D
Budget	Annual Units	Rate	Total
Per Meal Reimbursement Rate*	24,000	\$8.72	\$209,280.00
Contract Total:			\$209,280.00

*Actual expenses must be reconciled to the amount of the County per meal reimbursement quarterly and at year end. Food costs must equal at least 25% less \$.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed. Only meals that meet requirements of the Congregate Meals program and provided to participants who are eligible for the Congregate Meals program will be reimbursed.

Santa Clara County

FY 2020-2021

Exhibit D: Logic Model

Logic Model -

Senior Nutrition Program - COVID-19 Emergency Meals

Agency Name:

City of Santa Clara

A. Contract Goal: Provide nutritious meals to older adults across Santa Clara County during the COVID-19 pandemic.

B. Situation	C. Activities/Services	D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output	E. Short/Long Term Outcome Measures
<p>Lack of food access, financial instability, and social isolation are pervasive issues among the older community. While socialization options are limited during the COVID-19 pandemic, congregate meals sites providing to-go, curbside, or home delivered meals become an important outlet because it provides a daily opportunity to see familiar faces in an environment not open to the general public/all age groups, and an avenue to learn about or be connected with other services during this unique time.</p>	<p>Provide to-go, curbside, or home-delivered congregate meals to older adults age 60 and older or other qualified participants who would otherwise be turned away from the congregate meal site.</p>	<p>N/A</p>	<p>24000</p>	<p>Meals</p>	<p>See outcomes from Congregate Meals contract.</p>

COUNTY OF SANTA CLARA
FEDERALLY REQUIRED CONTRACT PROVISIONS

The federally-required contract provisions listed below are made a part of the Contractor's Contract with the County.¹

The term "Contractor", as used throughout this document shall mean the contractor identified in the Contract as Contractor, Provider, Consultant, or similar term.

The term "Contract" as used throughout this Exhibit shall mean the contract or other agreement, with exhibits, into which this Exhibit is incorporated.

The term "State" as used throughout this document shall mean the State of California and include any of its departments or agencies.

These federally required contract provisions will collectively be referenced as the "FEMA Contract Terms."

The terms and conditions of the Contract and the FEMA Contract Terms should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Contract Terms, and unless otherwise stated within the terms of this Exhibit, the FEMA Contract Terms shall govern and prevail.

A. No Obligation by the Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

B. Access to Records

- (1) Upon request, the Contractor agrees to provide the County, State, Federal Emergency Management Agency (FEMA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

¹ The County intends to seek reimbursement from federal and state grants, e.g., the Federal Emergency Management Agency's Public Assistance grants and California Governor's Office of Emergency Services grants, for the goods and/or services provided under the Contract to the extent they are procured as part of emergency protective measures or disaster response measures undertaken by the County.

- (3) Upon request, the Contractor agrees to provide the FEMA Administrator or the FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County of Santa Clara and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Procurement of Recovered Materials

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are United States Environmental Protection Agency-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price.
- (2) Information about this requirement along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

D. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

G. Clean Air Act and the Federal Water Pollution Control Act

The provisions of this Section H apply to contracts exceeding \$150,000.

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by the Byrd-Anti-Lobbying amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress

in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification:

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and

Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

I. Contract Work Hours and Safety Standards Act

The provisions of this Section J apply to contracts over \$100,000 that involve the employment of mechanics and laborers.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring

the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

J. Debarment and Suspension

- (1) This Contract may be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. Termination for Cause

If the Contract value exceeds \$10,000, to the extent the Contract does not provide for termination for cause outside of this Exhibit, and in addition to any right to terminate for convenience as described in the Contract, the County may, after providing five days' written notice, terminate the Contract for the Contractor's failure to perform or observe any term, covenant, or condition of the Contract.

L. Remedies

In the event of a breach by the Contractor of any term, covenant, or condition of the Contract, the County shall have the right to pursue all available remedies at law or equity. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

M. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

If this Contract was awarded in a competitive procurement, Contractor engages subcontractors to perform work under the Contract, and the Contract is for \$10,000 or above, Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

N. Subcontracts

To the extent applicable, the Contractor shall include the provisions of this Exhibit in all subcontracts.

SECOND AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND CITY OF SANTA CLARA – CONGREGATE MEALS

This is the Second Amendment to the Contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) entered into on July 1, 2019, for the provision of Congregate Meals Services. The original contract was approved by the Board on June 18, 2019.

This Contract is amended as follows:

Effective July 1, 2021, the parties agree to comply with the provisions contained in the following exhibits, which are attached hereto and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-2: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-2: Program Plan & Requirements, which is attached hereto and incorporated by this reference.
3. Add Exhibit C-3: Budget, which is attached hereto and incorporated by this reference.
4. Add Exhibit D-2: Logic Model, which is attached hereto and incorporated by this reference.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

CONTRACTOR

Miguel Marquez, Chief Operating Officer
County of Santa Clara

Deanna J. Santana, City Manager
City of Santa Clara

Date: _____

Date: _____

ATTEST

John P. Mills
Deputy County Executive

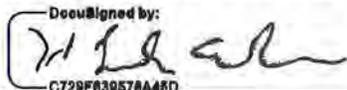
Hassam Haggag, City Clerk
City of Santa Clara

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM

DocuSigned by:

C729F820E78AARD

Luke Edwards
Deputy County Counsel

Office of the City Attorney

12/15/2021
Date: _____

Date: _____

Exhibit A-2: Program Provisions

Agency: City of Santa Clara

Program Name: Senior Nutrition Program – Congregate Meals

This is a contract between the County of Santa Clara (COUNTY) and the (CONTRACTOR) for the purpose of providing meals for persons 60 years of age and older, which is funded, authorized by, and to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto.

1. TERM OF CONTRACT

The term begins on July 1, 2019, and expires on June 30, 2022, unless terminated earlier or otherwise amended; with two one-year extension options.

2. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed \$129,631.65 in FY2019-2020, not to exceed \$110,774.16 in FY2020-2021, and not to exceed \$121,324.08 in FY2021-2022, for a total not to exceed \$361,729.89.

3. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the COUNTY has the option to either terminate this Contract without notice (except that is necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

4. FEE FOR SERVICE CONTRACT

- a. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-2: Program Provisions, Exhibit B-2: Program Plan & Requirements, Exhibit C-3: Budget, and Exhibit D-2: Logic Model, for the performance of services as outlined in this Contract up to the maximum compensation.
 - i. For Non-Profit Agencies, OMB Circular A-122.
 - ii. For Local Governments, OMB Circular A-87.
 - iii. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
 - iv. For Profit Making Organization, 41 CFR Part 1.
- b. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
- c. CONTRACTOR must participate in a quarterly reconciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly reconciliations must be submitted with the corresponding monthly invoice.

Exhibit A-2: Program Provisions

During each reconciliation, all funds paid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor and the remaining cash, if any. This provision survives the termination of this Contract.

- d. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services based on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

5. PARTICIPANT CONTRIBUTIONS

- a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.
- b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locking in a safe, pending deposit into the Senior Nutrition Program bank account.

6. ADVANCE PAYMENTS

- a. Notwithstanding Section 4 above, COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.
- b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.
- c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or; deducting the advance payment amount in a lump sum from the remaining contract balance.

7. COMPENSATION

CONTRACTOR must submit to COUNTY an invoice in a form approved by

Exhibit A-2: Program Provisions

COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services rendered, as well as payment for participant and guest contributions as outlined in Exhibit B-2: Program Plan & Requirements.

- a. Prior to submittal, invoices and reconciliations must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.
- b. In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in Exhibit C-3: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.
- c. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- d. COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.
- e. COUNTY is not obligated to reimburse CONTRACTOR for any service or expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

8. SERVICE PROVIDED

- a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.
- b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.
- c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR's site as a home meal site.

9. CONTRACT REPRESENTATIVES

- a. CONTRACTOR designates City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract. Unless

Exhibit A-2: Program Provisions

- otherwise indicated in writing, the above-named person has the primary authority and responsibility to carry out this Contract.
- b. COUNTY designates the Senior Nutrition Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

10. ADJUSTMENT TO EXHIBIT B-2: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Work Plan begins.

11. ADJUSTMENT TO EXHIBIT C-3: BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

12. ADJUSTMENT TO EXHIBIT D-2: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

13. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

To COUNTY: Social Services Agency, Director
CC: Senior Nutrition Program Manager
353 West Julian Street, 4th Floor
San Jose, California 95110-2335

To CONTRACTOR: Deanna J. Santana
City Manager
1500 Warburton Avenue

Exhibit A-2: Program Provisions

Santa Clara, CA 95050

11. **COUNTY'S CONTRACT TRANSITION PROCESS**
CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.
-

IN PROCESS

Exhibit B-2: Program Plan & Requirements

Agency: City of Santa Clara (CONTRACTOR)

Program Name: Senior Nutrition Program – Congregate Meals (PROGRAM)

1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The PROGRAM provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965.

4. MEALS

- a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.
- b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.
- c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality.

5. CONGREGATE MEAL SITES

- a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in Exhibit C-3: Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in Exhibit C-3 with prior written approval of COUNTY.
- b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a

Exhibit B-2: Program Plan & Requirements

breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

- i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
 - ii. The relocation or addition changes the service area served by this contract.
 - iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.
- c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.
 - d. CONTRACTOR ensures that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.
 - e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.
 - f. Innovative services may added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.
 - g. Notwithstanding a designation as a catered site in Exhibit C-3: Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

- a. CONTRACTOR will provide the number of hot meals as specified in Exhibit C-3: Budget. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in Exhibit C-3: Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.
- b. CONTRACTOR will be paid for the number of meals served at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a). CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in Exhibit C-3: Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services,

Exhibit B-2: Program Plan & Requirements

CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. **ADVISORY COUNCIL**

CONTRACTOR will ensure that an election is held to elect a participant to represent the nutrition site on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. **SUPPORTIVE SERVICES**

- a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:
 - i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;
 - ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;
 - iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or referrals to other resources;
 - iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;
 - v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;
 - vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.
- b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. **FOOD INVENTORY**

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

Exhibit B-2: Program Plan & Requirements

10. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified. COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. DATA COLLECTION AND PRIVACY

- a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means. COUNTY will be considered legal owner of all equipment provided to CONTRACTOR for this purpose. Such equipment is considered Non-Expendable property as described in Section 16 of this Exhibit.
- b. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report for the prior month by the fourth (4th) working day of the current month to their assigned registered dietitian.
- c. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted to the designated COUNTY staff person at least monthly for registrants from the prior month along with the Monthly Report. CONTRACTOR must submit any new monthly registrations prior to the fifth (5th) working day of every month.
- d. CONTRACTOR must submit their electronic participant demographic scanner data and related documents for the prior month by the fifth (5th) working day of every month to the Senior Nutrition Program.
- e. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.
- f. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: [https://www.aging.ca.gov/ProgramsProviders/Information Security and Privacy/Presentation/index.html](https://www.aging.ca.gov/ProgramsProviders/Information%20Security%20and%20Privacy/Presentation/index.html)). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. PARTICIPANT CONTRIBUTION PRINCIPLES

- a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to pay for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for

Exhibit B-2: Program Plan & Requirements
congregate meals is \$3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is \$3.00 per day. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.

- b. CONTRACTOR will submit participant contributions on a monthly basis to be included with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. VOLUNTEER, GUEST, AND STAFF MEALS

- a. Volunteer Meals: A volunteer under the age of 60 who provides services during meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a \$3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.
- b. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least \$8.00 or up to the actual cost of the meal served, as specified in Exhibit C-3: Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.
- c. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. MANDATORY ATTENDANCE

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition, Congregate Meals Program.

15. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five- hundred dollars (\$500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

Exhibit B-2: Program Plan & Requirements

17. COMPETITIVE BID REQUIREMENTS

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. CARE ACCESS ERROR RATE REQUIREMENT

Federal regulations pursuant to Title III of the Older Americans Act of 1965 (OAA) establish procedures for allocating money to states for various senior services. States have established allocation mechanisms to award monies to their Area Agencies on Aging (AAA). These AAAs in turn, award monies via contracts or grants to carry out the mission of the OAA.

Sourcewise, the County of Santa Clara's designated AAA, allocates money for the provision of the Congregate Meals Program by reimbursing the County based on the number of meals served to seniors each month. This data is tracked through Sourcewise's Care Access Database. When there is a discrepancy between the paper total (signatures of SNP participants) and scanner total (scanned barcodes of SNP participants), an error rate arises. Currently, if the total combined error rate of all Senior Nutrition Meal Sites exceeds five percent (5%), the County will not be reimbursed by Sourcewise. Therefore, CONTRACTOR's data that is imported into Sourcewise's Care Access Database must not exceed an error rate of 5%.

If CONTRACTOR's imported data exceeds an error rate of 5%, COUNTY will withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

Should Sourcewise decide to reimburse the County regardless of the combined error rate of all Senior Nutrition Meal Sites, then the County will not withhold any percentage of CONTRACTOR's invoice regardless of CONTRACTOR's error rate for that month.

Exhibit B-2: Program Plan & Requirements

21. GRIEVANCE POLICY

- a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:
 - i. Time frames within which a complaint will be acted upon.
 - ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.
 - iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.
- b. CONTRACTOR shall notify older individuals of the grievance process available to them by:
 - i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals who are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.
 - ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.
- c. Complaints may involve, but not be limited to, any or all of the following:
 - i. Amount or duration of a service.
 - ii. Denial or discontinuance of a service.
 - iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.
 - iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in your contract with Sourcewise.
- d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.
- e. Notify Sourcewise in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Blvd., Suite 310, Santa Clara, CA, 95054.

22. FISCAL YEAR CLOSEOUT SUBMISSION

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 2022.

Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

A	B	C	D	E	F
	# of Daily Meals	# of Serving Days	Annual Units	Rate	Total Contract Amount**
Budget	69	248	17,112	\$7.09	\$121,324.08
Per Meal Reimbursement Rate*					\$121,324.08
Grand Total					\$121,324.08

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:30 AM	N/A	N/A					
Service End	12:30 PM	N/A	N/A					
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5

Site Preparation Type
Catered

Monthly Service Delivery Plan	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Possible Serving Days	22	22	22	21	22	23	21	20	23	21	22	22	261
Unpaid Days Off	0	0	0	0	0	0	0	0	0	0	0	0	0
Holidays	1	0	2	1	3	2	1	1	0	1	1	0	13
Actual Serving Days	21	22	20	20	19	21	20	19	23	20	21	22	248
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1449	1518	1380	1380	1311	1449	1380	1311	1587	1380	1449	1518	17112
YTD Budgeted Meals**	1449	2967	4347	5727	7038	8487	9867	11178	12765	14145	15594	17112	

*Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.

**Food costs must equal at least 25% less \$.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

69	248	17,112	13	1.45%
# of Daily Meals	Serving Days	Annual Meals	Paid Holidays	Payroll Tax Rate

Paid Hours*

A	B	C	D	E	F	G	H	I	J
Job Title	Daily Hours	Hourly Rate	Paid Time Off (Days) <i>Do not include Holidays</i>	Salaries	Payroll Taxes	Retirement Contribution	Health Insurance	Other Fringe Benefits	Total per Employee
Site Manager	5.00	\$19.74	33.40	\$ 25,761	\$ 374			\$ 659	\$ 26,794
Kitchen Aide	4.00	\$15.05	33.40	\$ 15,712	\$ 228			\$ 503	\$ 16,443
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
Total	9.00			\$ 41,473	\$ 602	\$ -	\$ -	\$ 1,162	\$ 43,237

Unpaid Volunteer Hours

A	B
Volunteer Hours	Daily Hours
Registration Staff	3.00
Server 1	3.00
Server 2	2.00
Server 3	2.00
Server 4	2.00
Total	12.00

*All personnel costs in the Staffing Plan are built into the per meal rate listed in Exhibit C-3: Budget, Service Plan & Budget.

Agency Name: City of Santa Clara
Program: SNP Congregate Meals

A	B	C	D
Source of Funds	FY22 Amount	% of Total	Commitment Code
Resources Provided by County			
Santa Clara County Senior Nutrition Program (This Contract)	\$ 121,324.08	54.0%	1
Resources Provided by Agency (Match)			
<i>In-Kind Resources</i>			
Volunteer Hours*	\$75,324.00	33.5%	3
<i>Cash Resources</i>			
Agency General Fund	\$3,445.00	1.5%	1
CDBG	\$24,000.00	10.7%	1
Non-senior contributions	\$500.00	0.2%	3
Total Program Cost	\$ 224,593.08	99.9%	

Total Per Meal Match	SCC Rate	Actual Meal Cost (Match + SCC Rate)
\$6.03	\$7.09	\$13.12

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted

* Volunteer Hours are valued by the County as: Living Wage * Hours Per Day * Serving Days

Logic Model -

Congregate Meals

Agency Name: City of Santa Clara

A. Contract Goal: Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation	C. Activities/Services	D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output	E. Short/Long Term Outcome Measures
<p>Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.</p>	<p>Provide training to meal site volunteers on food safety topics.</p>	<p>12</p>	<p>6</p>	<p>Volunteer Trainings</p>	<p>By June 30, 2022, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.</p>



Agenda Report

22-158

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action to Authorize the Office of the City Manager to Negotiate and Execute Amendment No. 3 to the Steam Sales Agreement with The Newark Group, Inc. to Extend the Agreement Until March 31, 2024 and Add Additional Financial Provisions

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Since 1994, the City's Electric Utility, Silicon Valley Power (SVP), has provided steam from the City's cogeneration facility (Cogen) to The Newark Group, Inc., a Greif Company (Newark), for purchase and use in the manufacturing of recycled paper products at Newark's California Paperboard Mill (California Paperboard). This type of manufacturing uses significant quantities of electricity, steam, water and sewer services. Cogen was designed to provide steam to California Paperboard, and Newark is SVP's only customer for the purchase of steam. Newark is one of the City's largest electric, water and sewer customers.

On November 17, 2015, Council approved a five (5) year Steam Sales Agreement with The Newark Group, Inc. with an expiration date of October 31, 2020. On March 9, 2021, Council approved Amendment No. 1 to extend the term of the Agreement to October 31, 2021, primarily due to the impact of the COVID-19 pandemic. On October 19, 2021, Council approved Amendment No. 2 to extend the term of the Agreement to March 31, 2022, due to continuing Pandemic-related delays and the evolving need for a more detailed and updated Cogen Capital Investment Plan that would allow for Cogen's operation on a long-term basis.

DISCUSSION

In the intervening five months, SVP staff developed a more detailed Capital Improvement Plan to share with Newark and provided Newark with an indicative steam pricing proposal based on that plan. Upon review, Newark has expressed a preference to upgrade its own steam production facilities to meet all of its steam requirements. Newark estimates that this changeover will require up to two years and, therefore, Newark would like to continue purchasing up to two more years of steam service from Cogen.

Amendment No. 3 will be structured to provide continuing steam service to March 31, 2024, as Newark has requested, provided that, in addition to the proposed steam rate methodology, Newark consents to pay for any and all capital investment needed to support operation of Cogen until March 31, 2024, when the term of the amended agreement ends. If additional capital investment is required and Newark does not consent to pay for such investment, the Agreement would be terminated upon the City's determination that Cogen is no longer safely operable or out of compliance with legal and

regulatory requirements.

Amendment No. 3 essentially provides Newark a transition away from SVP steam service while Newark upgrades its steam production facilities. By providing this transition, SVP will be assured of stable, predictable power sales to this existing customer by keeping Newark in SVP's service territory, and Newark will be able to maintain its production of recycled paper products. Without an extension, SVP may lose the opportunity to make future sales of electricity to Newark and to make future sales of water, recycled water and sewer service to Newark.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

FISCAL IMPACT

The revenue from steam sales to Newark was approximately \$2 million in Fiscal Year (FY) 2020/21, and the estimated revenue for steam sales for FY 2021/22 and for FY 2022/23 is \$1.5 million annually. As the transition contemplated in Amendment No. 3 progresses, SVP expects a winding down of steam sales revenue receipts. The net impact is that the potential cost savings from reduced operations at Cogen will offset the loss of steam revenue from Newark in the long term.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Authorize the Office of the City Manager to Negotiate and Execute Amendment No. 3 to the Steam Sales Agreement with The Newark Group, Inc. to extend the Agreement until March 31, 2024 and include additional financial provisions.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: City Manager's Office

ATTACHMENTS

1. Steam Sales Agreement
2. Amendment No. 1 to the Steam Sales Agreement
3. Amendment No. 2 to the Steam Sales Agreement

**STEAM SALES AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA
AND
THE NEWARK GROUP, INC.**

This Steam Sales Agreement (herein "Agreement"), by and between the CITY OF SANTA CLARA, CALIFORNIA, a chartered municipal corporation, doing business as Silicon Valley Power (herein called ("CITY" or "SELLER"), and THE NEWARK GROUP, INC., successor in interest to NEWARK GROUP INDUSTRIES, INC., a New Jersey corporation, doing business as California Paperboard, (herein called "BUYER"). SELLER and BUYER may be herein referred to individually as "Party" or collectively as "Parties" or the "Parties to this Agreement."

RECITALS

- A. SELLER solely owns and operates a cogeneration facility, located at 524 Robert Avenue in the city of Santa Clara (as hereinafter more specifically defined, "Facility"), which has its own permits to operate obtained independently by the SELLER. The Facility generates approximately 7,000 kW of electrical power and produces approximately 40 MMBtu per hour of saturated steam, from two gas turbine generating units (hereinafter, "Turbines"); and,
- B. The Facility is located adjacent to a paperboard manufacturing site that is solely owned and operated by the BUYER located at 525 Mathew Street ("Paper Mill"), which has its own permits to operate obtained independently by the BUYER; and;
- C. BUYER uses electricity purchased from SELLER for its Paper Mill manufacturing operations that is supplied from the electrical grid, and BUYER also either purchases, or alternatively at its option, has its own capacity to generate saturated steam for Paper Mill manufacturing operations; and,
- D. SELLER and BUYER are completely separate and independent entities from each other, have no common ownership or control of the other's facilities, operations or permitting; and SELLER's generation of electricity from the Facility is supplied to the electrical grid and is therefore independent of the operation of the Paper Mill; and,
- E. SELLER and BUYER desire to enter into this Agreement to evidence the terms and conditions under which SELLER will sell steam from the Facility and/or from another source of steam to BUYER, who will purchase such steam for its use in the manufacture of recycled paper products at the Paper Mill.

Now, therefore, in consideration of the Recitals and the promises, covenants and commitments made in this Agreement, the Parties mutually agree as follows:

AGREEMENT PROVISIONS

1. INTENT OF PARTIES.

- a. It is specifically understood that SELLER intends to operate the Facility primarily for the production of electrical power to serve the needs of the City's electric utility, Silicon Valley Power. As a secondary purpose, SELLER also intends to produce steam from the waste heat generated by the operation of the Facility for sale. BUYER intends to purchase steam to be used in its manufacturing operations at the Paper Mill.

2. DEFINITIONS.

Whenever used herein, the following words or group of words shall have the following respective meanings:

- a. Billing Period. The incremental period of time for which SELLER will bill BUYER for steam delivery under the term of this Agreement. The Billing Period shall begin on the first calendar day of each month or as close to the first calendar day as practical and shall end thirty (30) days thereafter.
- b. Condensate Delivery Point. A point designated by SELLER at which the condensate meter equipment currently is located.
- c. Facility. The Facility is an electric power and steam generating station, located on property adjacent to BUYER'S Paper Mill site, consisting of two Turbines each fitted with waste heat boilers which are independently capable of generating electricity and process steam, including all of the facilities required to contain, control, measure, transport, process, and convert the fuel into steam and electrical energy, but excluding the Supplemental Firing Equipment, as defined below. The Facility includes all steam and other piping, valves, the Turbines, waste heat boilers, all plumbing and pumps, electrical control and regulation equipment, electrical power transmission equipment, all other equipment and all buildings, structures, enclosures, site improvements and all appurtenances thereto that are required for the convenient and proper operation and maintenance thereof.
- d. Guaranteed Unit Hours. The total number of hours in a year that SELLER promises that the Turbines shall be available for service to (1) produce electricity and (2) to begin the steam production process. Guaranteed Unit Hours are calculated by totaling the hours in a year, multiplied by the percentage of time SELLER guarantees that the Turbines will be available for service as described above, as shown on Exhibit A attached hereto and incorporated herein.
- e. Pricing Year. The period of time beginning on the first date of the term of this Agreement and ending on each subsequent twelve (12) month period.
- f. Steam Delivery Point. A point designated by SELLER at which the steam metering equipment currently is located.

3. TRANSMISSION LINES AND RELATED RIGHTS OF WAY.

BUYER shall provide, at its sole cost and expense and at no cost or expense to SELLER, all lands, easements, rights in land, and any other interests, including rights-of-way, which are reasonably necessary for the installation, maintenance and operation of steam transmission lines from SELLER'S Facility to BUYER'S Paper Mill in order for SELLER to perform its obligations hereunder.

4. PARTIES' OPERATIONS.

- a. BUYER shall be responsible for the design, performance, operation and maintenance costs of the steam distribution system sufficient to handle steam transmitted from the Steam Delivery Point to the BUYER'S process equipment. BUYER shall also be responsible for design, performance, operation and maintenance cost of its condensate return system. The condensate returned to SELLER shall be supplied at the Condensate Delivery Point at a pressure of at least ten (10) psig. The parties acknowledge and agree that, as of the date hereof, the current infrastructure is in good working order and sufficient for SELLER to transmit steam to BUYER hereunder.
- b. SELLER intends to supply steam to BUYER that is produced from operation of SELLER'S Facility. In the event of a period of scheduled outage or reduced or suspended operations of SELLER'S Turbines, BUYER may immediately commence generation of steam from BUYER'S boiler using gas from BUYER'S gas service or oil from BUYER'S oil storage facilities or otherwise obtain steam from another source until such period of outage or reduced or suspended operations ceases.
- c. In the event that SELLER intends to repair or recondition the Facility and is not able to supply all of BUYER'S steam requirements under this Agreement, SELLER shall provide BUYER with reasonable advance notice of such repairs or reconditioning. SELLER shall also, to the extent feasible, schedule such repairs or reconditioning to eliminate or minimize the necessity of BUYER'S generation of steam, and provide for an orderly and efficient transition from SELLER'S to BUYER'S steam generating facilities. In the event of any outage or reduced/suspended operations of SELLER's Turbines, SELLER shall provide BUYER on-going updates with respect to the anticipated length thereof and shall use good faith efforts to end same as soon as commercially practicable under the circumstances.
- d. BUYER shall maintain its own gas service necessary for its operations, and shall pay all costs associated with maintaining and using this gas service.
- e. Both Parties shall use due diligence in their respective operations and activities so as not to endanger the property of the other.

- f. To the extent reasonably possible, both Parties shall coordinate their operations and maintenance activities, with the intent of achieving the most economic and efficient use of BUYER's and SELLER'S equipment. This coordination may include the exchange of operating schedules, schedules for planned facilities shutdowns, etc., and any information supplied by one party shall be deemed proprietary and confidential by the other to the extent allowed by law.
- g. SELLER, at its sole discretion, may satisfy all or part of its steam delivery obligation to BUYER from an alternate source.

5. SALE OF STEAM.

- a. SELLER shall use reasonable efforts to operate a pressure of 125 psig to 150 psig in its main steam header at all times during periods that SELLER has notified BUYER that steam is available for delivery, so long as BUYER'S operations do not affect SELLER'S ability to meet said pressure level. BUYER acknowledges that steam pressure downstream of the Delivery Point is subject to BUYER'S operation of the Paper Mill and that SELLER has no ability, obligation, or desire to control that pressure. BUYER further acknowledges average steam flows for operation of the Facility are approximately 18,000 pounds per hour capacity for one combustion Turbine and 36,000 pounds per hour for two Combustion Turbines. BUYER hereby assumes full responsibility for steam pressure downstream of the delivery point and acknowledges that flow demands on SELLER'S system beyond the capacities stated in this paragraph will cause the quality, including pressure, of delivered steam to degrade. If SELLER is unable to maintain the pressure set forth in this paragraph due in whole or in part to BUYER'S operations, SELLER is relieved of any obligation to meet this requirement and shall operate at as high and stable a pressure as is commercially reasonable under the circumstances.
- b. SELLER is not responsible for any actions taken by BUYER to operate, manage, or otherwise utilize BUYER'S equipment. BUYER is not responsible for any actions taken by SELLER to operate, manage, or otherwise utilize SELLER's equipment.
- c. Steam produced by operation of the Facility:
 - 1. The rate which BUYER shall be charged by SELLER for steam from the Facility is set forth in Exhibit B hereto and incorporated herein by reference. Exhibit B is confidential to the extent allowable by law.
 - 2. SELLER shall seek to maximize the hours of Facility availability in excess of the Combustion Turbine Availability Guarantee. The terms of the Combustion Turbine Availability Guarantee are set forth in Exhibit A, which is attached hereto and incorporated herein. Exhibit A is confidential to the extent allowable by law.

- d. Adjustments in Steam Price.
Adjustments in steam price are set forth in Exhibit B which is confidential to the extent allowable by law.

6. CONDENSATE:

- a. BUYER shall use reasonable good faith efforts to maintain a flow of condensate return to the Facility. The condensate returned to SELLER shall be supplied at the Condensate Delivery Point at a pressure of at least ten (10) psig.
- b. SELLER shall not be required to accept condensate that does not meet the quality specifications contained in Paragraph 6(c) below, and unacceptable condensate shall not be considered as received by SELLER to meet BUYER'S obligations herein.
- c. During periods of steam delivery to BUYER from SELLER, BUYER shall maintain condensate flows to SELLER that follow all the guidelines as measured at the Condensate Delivery Point outlined below:
 - 1. No less than eight percent (8.0%) of the total heat energy, measured in MMBtu, delivered in the form of steam, both measured in the same time period.
 - 2. Conductivity less than 50 microMhos;
 - 3. Total Hardness less than 1 part per million;
 - 4. Iron Content less than 0.2 parts per million;
 - 5. Total Amine (Filmer) less than 30 parts per million;
 - 6. PH level to be between 8.5 and 10.5; and
 - 7. Quality and content of condensate shall meet federal, state and local laws and regulations relating to industrial waste disposal.
- d. SELLER may determine by using standard industry test procedures whether the condensate delivered from BUYER fails to meet the specifications set forth above. If such a failure occurs and after reasonable notice to BUYER and a reasonable time for BUYER to remedy the failure to meet the specifications, SELLER shall, at its sole option, discontinue receipt of said condensate until such time BUYER remedies the circumstances causing such failure to SELLER'S satisfaction. Should SELLER discontinue receipt of condensate, BUYER, at its sole option, may refuse to accept steam from SELLER until such time as BUYER and SELLER jointly determine that condensate is once again acceptable to SELLER. Upon request from BUYER, SELLER shall provide the results of any condensate quality tests to BUYER.

- e. If the deliveries of condensate fall below these specifications for a significant period of time, SELLER may impose upon BUYER, and BUYER agrees to pay, reasonable charges to recover any additional expense incurred by SELLER related to the failure to deliver acceptable condensate.

7. WASTE WATER AND CONDENSATE RETURNS DISPOSAL.

BUYER shall be responsible for disposal of all condensate returns not suitable for delivery to SELLER as specified in Paragraph 6. SELLER shall be responsible for disposal of all wastewater produced by SELLER.

8. SHARED NATURAL GAS SUPPLY OPTIONS.

The Parties agree to discuss opportunities, which arise from time to time, that may bring economic advantages through the acquisition, purchase or transportation of common supplies of natural gas for use at both the Paper Mill and the Facility.

9. BUYER'S PAPER MAKING OPERATIONS.

BUYER shall promptly notify SELLER of any anticipated reduction in the requirement for SELLER'S steam for any reason beyond normal operating variations in demand.

10. MEASUREMENT AND TESTING.

- a. At or near the Steam Delivery Point, SELLER shall at its expense operate and maintain in accurate working order its measuring station, properly equipped with recording orifice meters of a standard type which is acceptable to BUYER for the measurement of SELLER'S steam. At SELLER'S option, recording meters may be installed at the Condensate Delivery Point for BUYER'S condensate delivered hereunder. The foregoing steam and condensate measuring equipment is hereinafter referred to as the "Measuring Equipment." BUYER may view such Measuring Equipment and the readings thereof at all reasonable times and upon reasonable notice, but readings, calibrations, and adjustments thereof, shall be done solely by the employees or agents of SELLER.
- b. SELLER shall make periodic tests to the Measuring Equipment upon request of BUYER, but not more often than twice each year. SELLER shall give to BUYER reasonable notice of such tests of SELLER'S Measuring Equipment in order that BUYER may have its representative present. BUYER may challenge the accuracy of said equipment upon reasonable grounds to do so, and when reasonably challenged, the equipment shall be tested and repaired if SELLER deems repairs are necessary. If the Measuring Equipment challenged is found to be accurate and no repairs are needed, the test shall be paid for by BUYER. If upon any test any Measuring Equipment is found to affect the measurement accuracy by an amount exceeding four percent (4.0%), registrations thereof shall be corrected for a period extending back to the time such inaccuracy occurred if such time is ascertainable. If not

ascertainable, then such correction shall extend back one-half of the time elapsed since the last calibration.

- c. If any portion of said Measuring Equipment is out of service so that the quantity and/or temperature of SELLER'S steam and BUYER'S condensate delivered cannot be ascertained or corrected under this Paragraph, SELLER'S steam delivered and/or the temperature thereof during the period such measuring equipment is out of service shall be estimated and agreed upon by the Parties hereto, using the first of the following methods which is feasible:
 - 1. By using the registration of any check Measuring Equipment if installed and accurately registering; or
 - 2. By estimating the quantity of delivery and/or temperature thereof by averaging deliveries during the preceding periods under similar conditions, considering the power output of the Facility, when the Measuring Equipment was registering accurately.
- d. BUYER may, at its option and expense, install and operate check measuring equipment to check SELLER'S Measuring Equipment. However, measurement of SELLER'S steam and BUYER'S condensate for the purposes of this Agreement shall be by SELLER'S Measuring Equipment only. Any check measuring equipment installed shall be of a type acceptable to SELLER, shall not interfere with SELLER'S operations, and shall be subject at all reasonable times to inspection or examination by SELLER. The reading, calibration and adjustment of the check measuring equipment and changing of charts shall be done only by the employees or agents of BUYER.
- e. The records from SELLER'S Measuring Equipment shall remain the property of SELLER and shall be kept for a period of not less than three (3) years. At any time within such period SELLER shall, upon request of BUYER and upon reasonable advance notice, permit BUYER to inspect and verify records from SELLER'S Measuring Equipment, together with calculations there from.

11. ACCOUNTING.

- a. SELLER shall furnish BUYER, on or before the twenty-fifth (25th) day of each Billing Period, a billing statement showing the total quantity of heat energy delivered to BUYER at the Delivery Point during the preceding Billing Period. BUYER shall make full payment at such address as SELLER may designate from time to time, on or before twenty-one (21) days after the date of the statement. If payment has not been received by SELLER thirty (30) days after the due date SELLER may either suspend its deliveries of steam to BUYER or terminate this Agreement upon written notice to BUYER. The exercise of any such right by SELLER shall be in addition to any and all other remedies available to SELLER. In the event of a payment dispute between the Parties, so long as BUYER pays to SELLER any undisputed amounts in accordance with this Paragraph 11(a) and notifies SELLER of the nature of the payment dispute, SELLER

shall not suspend delivery of steam or terminate this Agreement and, if the Parties cannot resolve such dispute within thirty (30) days, they shall submit the matter for mediation in accordance with Paragraph 27 hereof.

- b. Each Party shall have the right, at reasonable hours and upon reasonable notice, to examine the books, records and charts of the other Party to the extent necessary to verify the accuracy of any statement, payment, calculation or determination made pursuant to this Agreement. If any error or inaccuracy is discovered, adjustment of such statement, payment, calculation or determination shall be made as soon as practicable.
- c. In the event that BUYER shall be required to pay any additional amounts to SELLER or BUYER shall be entitled to any credits from SELLER pursuant to this Agreement, the amounts due or credits shall be calculated as of the close of the Pricing Year. Amounts due to SELLER shall be shown on the next billing statement rendered by SELLER and payable with the amounts due thereunder as set forth in Paragraph 11(a). Credits due to BUYER shall be shown on the next billing statement rendered by SELLER and shall reduce the amount of such billing statement accordingly (and, in the event such credit due to BUYER is greater than the amount due SELLER on such billing statement, at BUYER's option, SELLER shall either continue crediting future billing statements until such credit is exhausted or remit a payment for the difference to BUYER within thirty (30) days of BUYER's request therefor).

12. TAX LIABILITY.

Neither Party shall be responsible or liable for any taxes, assessment, fees or charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of this Agreement.

13. TERM.

The term of this Agreement shall be as set forth in Exhibit B hereto, which is confidential to the extent allowed by law. Notwithstanding anything to the contrary contained herein, if BUYER elects to permanently cease all operations at the Paper Mill, BUYER may terminate this Agreement upon three hundred sixty five (365) days written notice to SELLER. Any such notice shall be confidential to the extent allowable by law.

14. FORCE MAJEURE.

Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor. Such Uncontrollable Force includes the failure or threat of

failure of facilities, Act of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

15. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, BUYER agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from BUYER's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the services performed by BUYER pursuant to this Agreement. To the extent permitted by law, SELLER agrees to protect, defend, hold harmless and indemnify BUYER, its officers, employees, contractors and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which BUYER shall become liable arising from SELLER's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the services performed by SELLER pursuant to this Agreement.

16. NO CONSEQUENTIAL OR INDIRECT DAMAGES.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST OPPORTUNITIES, LOST PROFITS FROM THIS AGREEMENT OR ANY OTHER TRANSACTION, OR LOST SAVINGS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT.

17. COMPLIANCE WITH UTILITY RULES AND REGULATIONS.

All the provisions of the Rules and Regulations governing electric utility procedures and BUYER practices, as approved and amended by the City Council of the City of Santa Clara from time to time (hereinafter "Electric Utility Regulations"), shall remain in full force and effect and shall apply to the terms and conditions of this Agreement. In the event that the terms of this Agreement

conflict with the Rules and Regulations, the provisions of this Agreement shall govern.

18. ASSIGNMENTS AND SUCCESSORS IN INTEREST.

SELLER and BUYER bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the other Party, except that BUYER may assign this Agreement to an Affiliate, any entity that is directly or indirectly owned or controlled by BUYER or its ultimate corporate parent company, without the consent of SELLER; however, said Affiliate will be bound by all obligations hereunder and shall notify SELLER of the assignment (and of any change required with regard to the Notice provisions of this Agreement set forth in Article 21) prior to the end of the first Billing Cycle after assignee has received the assignment.

19. AMENDMENTS.

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and incorporated into this Agreement.

20. INTEGRATED DOCUMENT/TOTALITY OF AGREEMENT.

This Agreement, its Exhibits and the City's Rules and Regulations embody the entire agreement between SELLER and BUYER and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of SELLER prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement.

21. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third Party or parties shall have any claim or right of action hereunder for any cause whatsoever.

22. NOTICES.

All notices to the Parties hereto shall, unless otherwise requested in writing, be sent to to one another via certified mail or nationally recognized overnight courier, with delivery deemed upon such Party's receipt thereof, addressed as follows:

To SELLER:

Silicon Valley Power City of Santa Clara--Electric Department
Attn: Director of Electric Utility
1500 Warburton Avenue
Santa Clara, California 95050

To BUYER (duplicate notices required):

California Paperboard
525 Mathew Street
Santa Clara, CA 95050
Attention: Mr. Charles Wall

With copy to:
The Newark Group, Inc.
5000 Austell Powder Springs Road, Suite 300
Austell, GA 30106
Attention: Legal Department

23. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

24. STATUTES AND LAW GOVERNING AGREEMENT.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

25. NON-WAIVER.

No waiver by a Party of all or any of its rights with respect to a condition, default or other matter arising in connection with this Agreement shall constitute or be deemed a waiver by such Party as to any subsequent condition, default or other matter.

26. RIGHTS AND REMEDIES.

Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies imposed by or available at law.

27. ALTERNATIVE DISPUTE RESOLUTION.

BUYER is bound to exhaust all administrative remedies required by the Electric Utility Regulations, as well as any other administrative remedies required by law. In the event that BUYER exhausts all such administrative remedies, but continues to dispute items, then, prior to commencing any litigation against the

City of Santa Clara or SELLER, BUYER shall engage in Alternative Dispute Resolution as follows:

- 27.1 Any controversies between BUYER and SELLER regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- 27.2 The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of Santa Clara County appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- 27.3 The costs of mediation shall be borne by the Parties equally.
- 27.4 Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation, which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorneys fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

28. CONFIDENTIALITY.

- 28.1 The Parties to this Agreement agree to maintain as confidential, to the extent permitted by law, that information contained in Exhibit B to this Agreement, as well as any other information exchanged by the Parties and clearly labeled by the Disclosing Party as "Confidential Information."
- 28.2 BUYER acknowledges that Santa Clara is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Santa Clara acknowledges that BUYER may submit information to Santa Clara that BUYER considers Confidential Information, proprietary, or trade secret information pursuant to the Uniform Trade Secrets Act (Cal. Civil Code section 3426 et seq.), or otherwise not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.) BUYER acknowledges that Santa Clara may submit to BUYER information that Santa Clara considers Confidential Information or proprietary or not subject to disclosure pursuant to an exemption to the California Public Records Act (Government Code section 6254 et seq.). Upon request or demand of any third person or entity not a Party to this Agreement ("Requestor") for production, inspection and/or copying of information contained in Exhibit A and B hereto or designated by a Disclosing Party as "Confidential Information", the Receiving Party as soon as practical, but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary

to protect information deemed by it to be "Confidential Information" and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

29. OTHER AGREEMENTS.

This Agreement shall not prevent SELLER or BUYER from entering into similar agreements with others that do not conflict with the terms hereof.

30. CONSTRUCTION OF THIS AGREEMENT.

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Each Party has been represented by Counsel. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by any particular Party, and that the rule of construction to the effect ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or in the resolution of disputes. This Agreement is to be construed to effectuate the normal and reasonable expectations of a sophisticated BUYER of utility services and a sophisticated provider of such services and shall not be construed either for or against either Party.

31. NO PARTNERSHIP.

Neither SELLER nor BUYER is a partner in a joint venture with the other and nothing in this Agreement may be construed to make them partners or joint venturers or impose any liability as such on either of them.

(Continued on Page 14 of 14)

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32. ENFORCEABILITY.

If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provisions of this Agreement and all other provisions will remain in full force and effect.

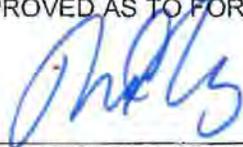
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument, and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA
doing business as Silicon Valley Power**

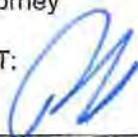
APPROVED AS TO FORM:

Dated: 11/17/15



RICHARD E. NOSKY, JR.
City Attorney

JULIO J. FUENTES
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

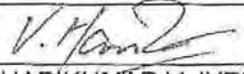
ATTEST: 

ROD DIRIDON, JR.
City Clerk

"SELLER"

**THE NEWARK GROUP, INC.
doing business as CALIFORNIA PAPERBOARD**

Dated: _____

By: 

HARIKUMAR V. IYER
Vice President Sourcing, Logistics and FP&A

525 Mathew Street
Santa Clara, CA 95050
Telephone: (408) 727-7377
Facsimile: (408) 727-7282

"BUYER"

**AMENDMENT NO. 1 TO RENEW AND EXTEND
THE STEAM SALE AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE NEWARK GROUP, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City or Seller) and the Newark Group, Inc. a New Jersey corporation, (Buyer). Seller and Buyer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Steam Sales Agreement by and Between the City of Santa Clara and The Newark Group, Inc.," dated November 17, 2015 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having the City provide the steam from the City's Cogen facility to the Customer for purchase for its use in the manufacture of recycled paper products at the Paper Mill.
- C. The Parties now wish to renew and extend the Original Agreement to extend the Term of the Steam Sales Agreement one (1) additional year while further negotiating for future periods.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Reinstatement of Agreement. The Termination of the Agreement is hereby revoked and, except as expressly modified by this Amendment, the Agreement is reinstated in its entirety and shall be in full force and effect as if the same had never been terminated.
- 2. Exhibit B, Section 1 of the Agreement, is amended to read as follows:

Term of Agreement: November 1, 2015 through October 31, 2021.

**AMENDMENT NO. 2
TO THE STEAM SALES AGREEMENT
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE NEWARK GROUP, INC.**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City" or "Seller") and the Newark Group, Inc., a New Jersey corporation ("Buyer"), with its principal place of business located at 525 Mathew Street, Santa Clara, California. Seller and Buyer may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled Steam Sales Agreement By and Between the City of Santa Clara and The Newark Group, Inc., dated November 17, 2015 (the "Original Agreement")
- B. The Parties entered into the Original Agreement for the purpose of having the City provide the steam from the City's Cogen facility to the Buyer for purchase for its use in the manufacture of recycled paper products at the Paper Mill.
- C. The Parties executed the Amendment No.1 to the Original Agreement on March 9, 2021 to extend the Term of the Sales Agreement to October 31, 2021 to provide additional time for Parties to negotiate the Sales Agreement renewal.
- D. The Parties now wish to enter into Amendment No. 2 to the Original Agreement to extend the Term of the Steam Sales Agreement to March 31, 2022 to continue negotiations of a new Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit B, Section 1 of the Agreement, is amended to read as follows: Term of Agreement: November 1, 2015 through March 31, 2022.
- 2. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

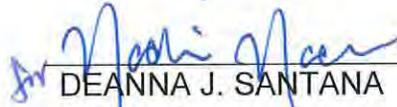
The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

10/26/21



Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

THE NEWARK GROUP, INC.

a New Jersey corporation

Dated: October 11, 2021

By (Signature): D.T. Scott

Name: DAVID SCOTT, P.E.

Title: Vice President

Principal Place of Business Address: 525 Mathew Street
Santa Clara, CA 95050

Email Address: David.Scott@greif.com

Telephone: (770) 375-5176

"BUYER"



Agenda Report

22-180

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Park & Recreation Commission's Recommendation that Council Approve the Park Master Plan-Schematic Design for the New Public Mini-Park to be located at 5150 Calle Del Sol & 2350 Calle De Luna (Related - Tasman East Focus Area)

COUNCIL PILLAR

Enhance Community Sports, Recreational and Arts Assets

BACKGROUND

On November 13, 2018 the Santa Clara City Council adopted the Tasman East Specific Plan (TESP) which provides guidelines for future projects proposed within the 45-acre specific plan area boundaries. The TESP provides a framework for improvements to streets, the construction of greenways, and the dedication of parkland to support a high-density neighborhood near transit.

On December 4, 2019, the City's Architectural Review Committee approved the Related development (Project). The Project encompasses approximately 5.52 acres and is bounded by Calle De Luna to the north, Calle Del Sol to the east, and Tasman Drive to the south. The Project site is within the Bridge District of the TESP. The Project is approved to construct two residential towers, one 20-story Home for the Ambulatory Aged, and one 22-story rental housing tower.

The Project will meet its parkland dedication requirements (SCCC 17.35) through a half-acre public mini park (Mini Park), eligible private on-site recreational amenities, and payment of City Mitigation Fee Act (MFA) fees due in-lieu of parkland dedication in compliance with City Code 17.35. The Mini Park will be designed and constructed by the developer, dedicated to the City in fee title, and will be maintained in perpetuity by the developer after dedication.

An initial schematic design for the half-acre Mini Park parcel was developed by Surfacedesign, Inc. landscape architects. The schematic design proposed includes: a small natural grass area, an enclosed off-leash dog area, play apparatus for children ages 2-5 and 6-12, benches, pathways, trees, and landscaping. The park and its amenities meet the Parks & Recreation Department's public park design requirements: an inclusive, age-friendly, sustainable design; playgrounds for ages 2-5 and 6-12 that contain all developmentally appropriate elements of play; provision of safe accessible routes to and through the park, and connectivity to adjacent uses with public access from public right of way. New public parks are designed to meet the needs of the new residents in the immediate vicinity to reduce potential impacts on the City park system. The private residential on-site recreational spaces and amenities complement the public park program.

On November 16, 2021, the Parks & Recreation Commission reviewed the Developer's presentation of the initial Park Master Plan-Schematic Design. The Commission provided initial comments and

then initiated the public input and review process on the park master plan and schematic design.

Community Input

The Parks & Recreation Department hosted an online community survey from November 30, 2021 through December 14, 2021. There were 181 attendees who provided 152 responses which represents 7.6 hours of public comment. The park features favored for use were the loop walk (57%), quiet seating areas and playground (38%), and the off-leash dog area (32%). Less than a third of respondents thought any changes should be made to the design of the off-leash dog area (32%) and the playground (25%). The most important landscape element to respondents was shade trees (63%). The respondents primarily would access the park by driving (60%), which is consistent with the newness of the residential neighborhood and 54% of respondents living outside of the 95054 area. Given the size (less than one acre), location of this mini park (Tasman East area), and intended users (residents of adjacent housing), 62% of the respondents indicate visiting this park more than once a month. It is expected that the majority of park users will access the park in the afternoon and evening (75%), which would be addressed by the park lighting plan and intended use until 10:00 p.m. as a lit park facility.

Based on community feedback and recognizing that the Mini Park will be open until 10:00 p.m., additional lighting was incorporated into the design. Shade was also carefully considered by the design team. Given that the Mini Park is located on the North side of the proposed 7-story building, the need for additional shade trees at this location is limited. However, three (3) additional shade trees could be accommodated without negatively impacting the growth and health of the trees, therefore, were added to the design. It was also noted that the exact color schema of the playground surfacing and equipment may change based on what is available in the market.

DISCUSSION

On January 18, 2022, the Parks & Recreation Commission reviewed a presentation by Related California on the proposed Mini Park Master Plan-Schematic Design. After a brief discussion, the Commission unanimously recommended that Council approve the proposed Schematic Design-Master Plan for the New Public Mini-Park to be located at 5150 Calle Del Sol & 2350 Calle De Luna (Related - Tasman East Focus Area).

Council will review the Parks & Recreation Commission recommendation for approval of the proposed Mini Park Master Plan - Schematic Design (Attachment 1). Once approved, the Developer will complete the construction documents for building permit, execute Park Construction and Park Maintenance agreements, complete the improvements to the acceptance of the City, and record the parcel dedication and maintenance agreement with the County of Santa Clara. The Mini Park will take approximately 18 months to 2 years for completion and opening for the general public's use.

Once dedicated and placed into the City's park inventory, the park and its master plan will be subject to the conditions of Measure R, a voter approved initiative in November 2016, which added Section 714.1 Protection of Parkland and Public Open Space to the City Charter. Measure R prohibits selling, leasing, or otherwise disposing of parkland for a period of one hundred eighty (180) days or more, and also prohibits its use from changing, being abandoned, or discontinued without such sale, lease, disposal or changed use having first been authorized or ratified by a two-thirds majority vote of the electorate during a general municipal election for that purpose. Measure R also prohibits changes in park use for over 180 days without a majority vote of the electorate and substantial building, construction, reconstruction, or development upon dedicated parkland except pursuant to ordinance

subject to referendum. The referendum process is set forth in the Elections Code.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment. The activity covered by this residential development project is consistent with the Tasman East Specific Plan EIR.

FISCAL IMPACT

There is no fiscal impact to the General Fund for the current action. The developer will design, construct, dedicate to City and maintain the Mini Park in perpetuity, at no cost to the City.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Council approve the Park Master Plan - Schematic Design for the New Public Mini-Park to located at 5150 Calle Del Sol & 2350 Calle De Luna.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: City Manager’s Office

ATTACHMENTS

1. Mini Park Master Plan - Schematic Design - 5150 Calle Del Sol & 2350 Calle De Luna

Tasman East
5150 Calle Del Sol & 2350 Calle De Luna
Mini Park Design Follow-Up Presentation



*Colors are for illustrative purposes only and are subject to further development/material research

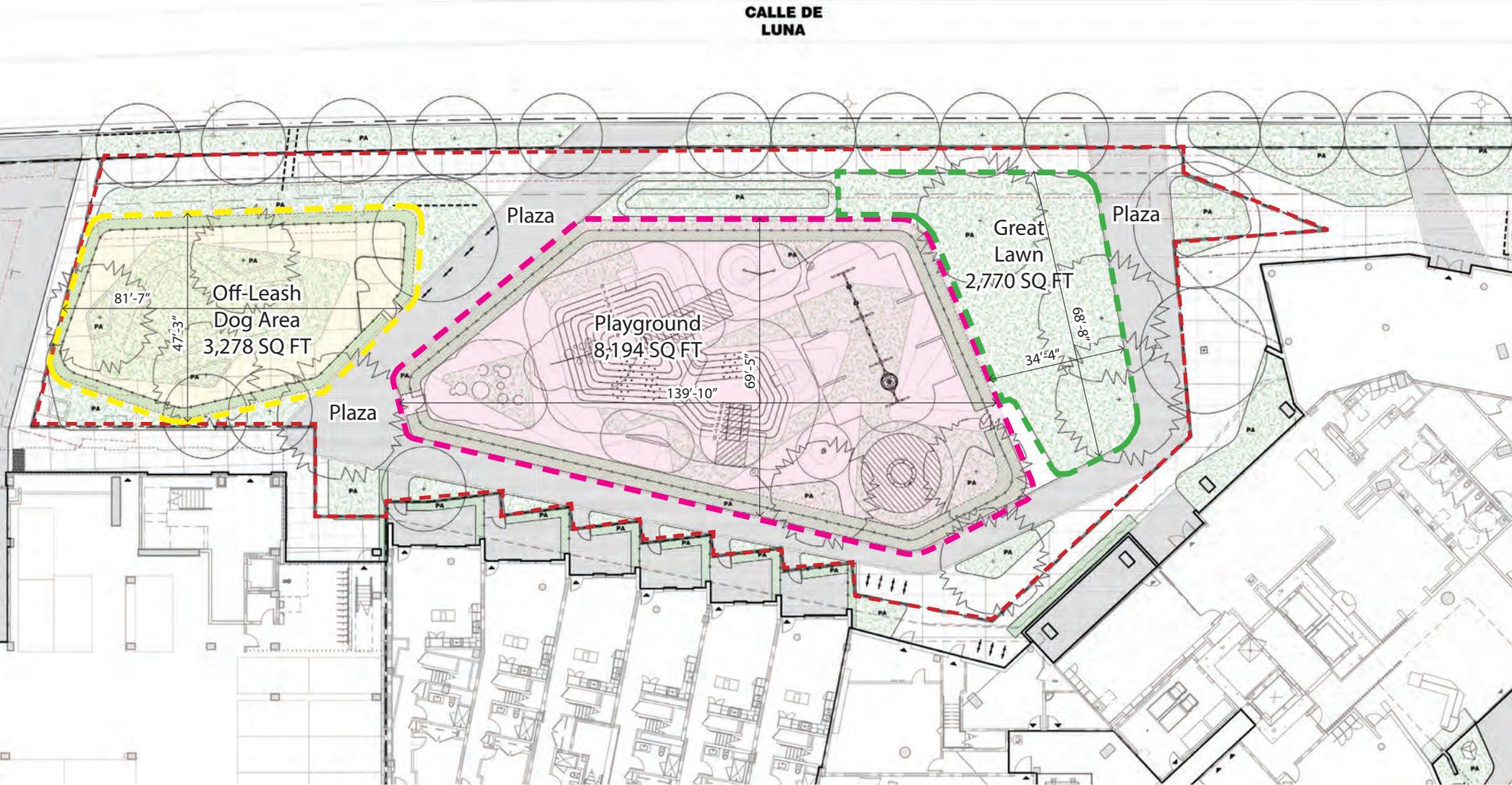
March 8, 2022

Site Design



Mini Park Program Diagram

----- Total Mini Park Area = 0.5

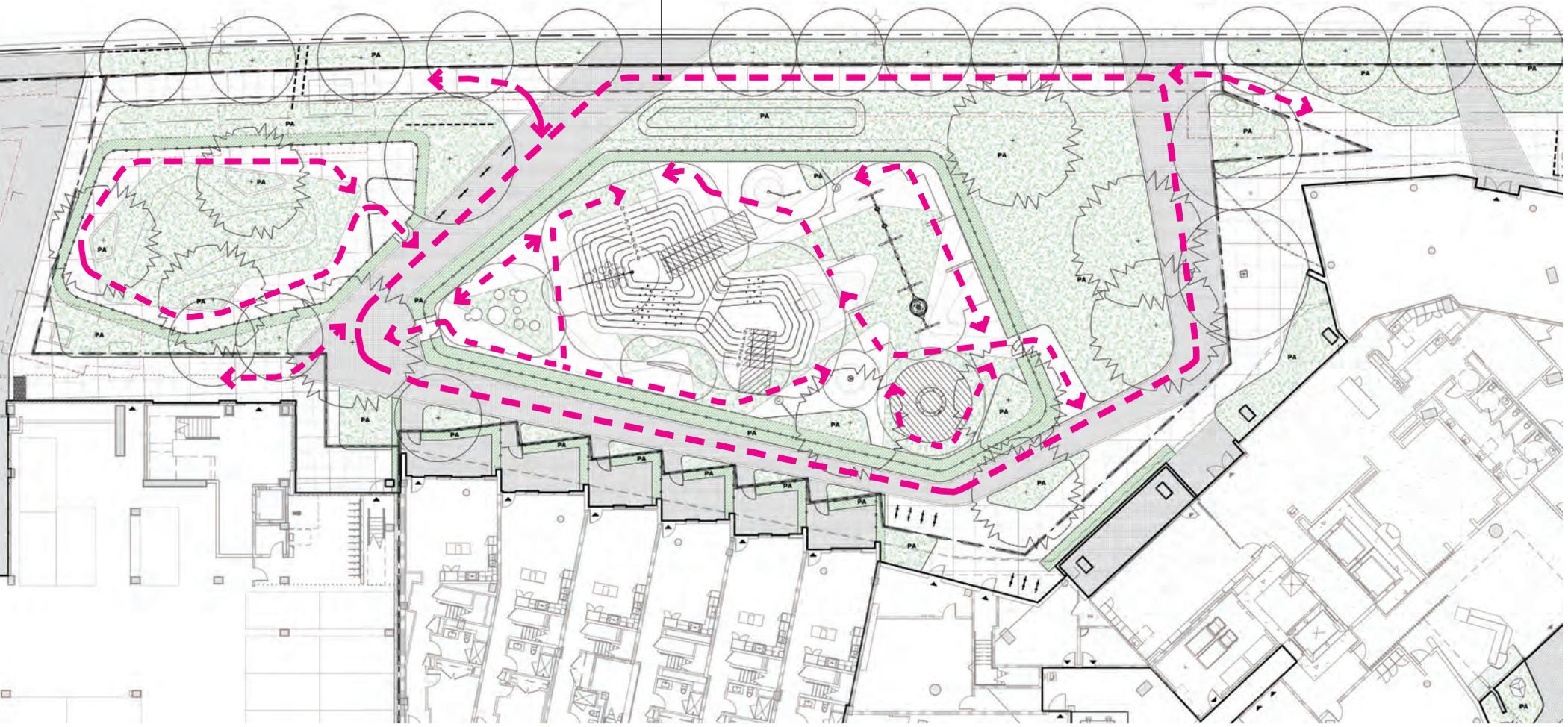


Mini Park Circulation

← - - - - - → ADA Accessible Route

Park Loop
500 ft

CALLE DE LUNA



Tasman East
5150 Calle Del Sol & 2350 Calle De Luna
Mini Park Design



* Colors are for illustrative purposes only and are subject to further development/material research

Additional Shade

 (3) SHADE TREES ADDED



MG - Magnolia grandiflora
Southern Magnolia



Lighting Plan

● MULTI-HEAD POLE LIGHT



● TREE UPLIGHT



● STREET POLE LIGHT



Local Inspiration : Color Palette



*Colors are for illustrative purposes only and are subject to further development/material research

Site Furnishings



Park Bench



Bicycle Rack



Tubular Bottle Filler w/
Drinking Fountain
& Pet Fountain

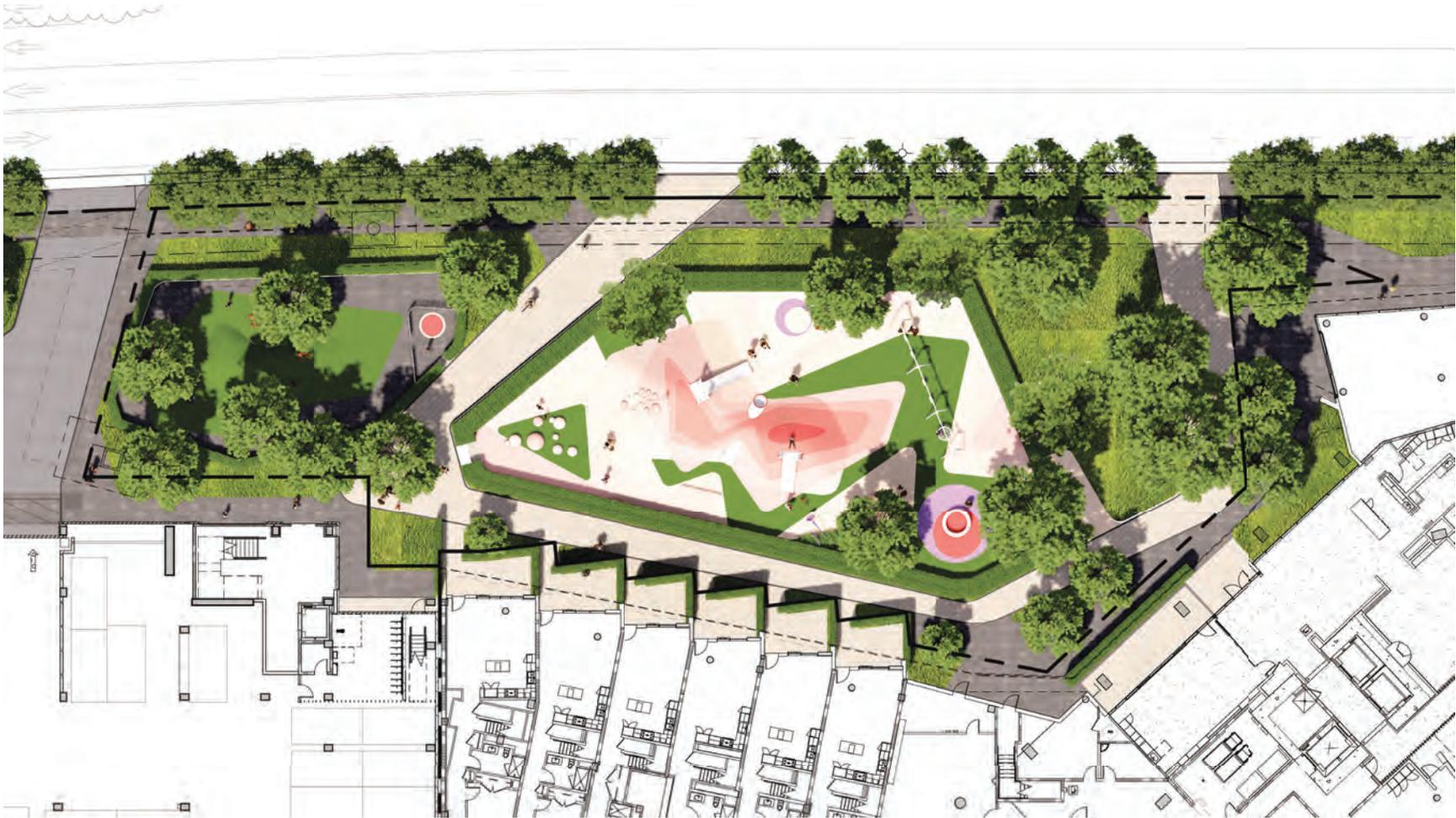


Free Standing Tubular
ADA Drinking Fountain



Pet Station
Mini Waste Station
Pet Waste Receptacle

Final Mini Park Design



Recommendation:

That Council approve the Park Master Plan -
Schematic Design for the New Public Mini-Park
located at 5150 Calle Del Sol & 2350 Calle De Luna.



Agenda Report

22-316

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Note and File the Strategy and Next Steps for the Sale of the Loyalton Ranch Property

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City of Santa Clara owns and maintains approximately 10,270 rural acres of undeveloped land in Lassen and Sierra Counties near the California-Nevada border. The property is located in northeastern California, about 30 miles north of Truckee, CA, northeast of Sacramento, CA, and about 20 miles northwest of Reno, NV. The land is referred to locally as the Trosi Ranch, and within the City, as the Loyalton Ranch Property. The City purchased the property with electric utility funds in 1977 for \$1,613,850 or \$157/acre. The City's Electrical Department doing business as Silicon Valley Power (SVP), is responsible for the maintenance of the property.

On December 14, 2021, the City Council discussed a potential sale of the Loyalton Ranch Property and directed staff to develop a strategy for the sale of the Loyalton Ranch Property and present it to the City Council at a future meeting. The purpose of this report is to discuss the next steps in the process and completed actions to date.

Completed Actions

To proceed in the consideration of the sale, staff has moved forward with a contract for outside counsel for legal support. The firm of Jarvis Fay & Gibson has been hired to provide legal support and guidance on the Surplus Land Act process.

Staff is also proceeding with obtaining an updated appraisal through Valbridge Property Advisers, who completed the previous appraisal on the property. Staff also explored hiring additional "local" appraisers to perform a separate appraisal for comparison purposes. However, after contacting six firms, none were able to provide the service mostly due to capacity constraints.

New Information Since 12/14/21 Council Meeting

On January 19, 2022, staff attended a virtual meeting with representatives from Related and energyRE regarding the Loyalton Ranch Property. Related communicated that they were aware of the property and wanted to learn more about it as a possible future opportunity for renewable energy generation. The energyRE team was focused on understanding the current property uses and topography, as well as adjacency to high voltage transmission lines. However, if Related or any other private entity were interested in purchasing or long term leasing the property, they would need to negotiate with the City through the Surplus Land Act process.

DISCUSSION

The consideration for sale of the Loyaltan Ranch Property will start with the Surplus Land Act process. If that process is not successful, staff will proceed with a selection process for a realtor for Council consideration. While this could be a parallel process, there is not sufficient staff capacity to complete a selection process for a service that might not be needed if the Surplus Land Act process is successful.

Surplus Land Act Explained

The purpose of the Surplus Land Act (Gov. Code §§ 54220 et seq.; "SLA") is to increase the amount of land available for low-income housing as well as recreation and transit-oriented housing. The SLA requires prioritization of these uses when selling or leasing public land that is no longer required for City use. The SLA applies to all general law and charter cities as well as JPAs, successor agencies, and housing authorities. (Gov. Code § 54221 (a)(1).) In 2019, the legislature adopted AB 1486 which contained sweeping amendments to the SLA. These amendments generally broadened the definition of surplus land, narrowly defined the type of land/transactions that are exempt from the SLA, limited certain contracts and terms, required more extensive coordination/notification of the State Department of Housing and Community Development ("HCD"), and added penalties for disposing of surplus land in violation of the SLA.

Generally, the SLA identifies three types of land: (1) land necessary for "agency use," (2) land no longer necessary for agency use but exempt from most of the SLA ("exempt surplus land"), and (3) land no longer necessary for agency use that is not exempt ("surplus land"). "Agency use" is defined as land that is being used or that has a planned use "pursuant to a written plan adopted by the local agency's governing board." Agency use does not include commercial or industrial uses, including retail, entertainment, office, or any property disposed of for the sole purpose of investment or revenue generation. (Gov. Code § 54221(c).)

When the City desires to dispose of land that is not necessary for agency use, the SLA requires the City to take a variety of steps intended to promote use of that land for affordable housing.

Staff does want to note that the SLA exempts agency to agency land transfers. As noted in previous staff reports on the Loyaltan Ranch Property, the California Department of Fish and Wildlife (CDFW) has expressed interest in the property, and the City could informally discuss a transfer to CDFW outside the SLA process. The City would ultimately declare the land "exempt surplus" instead of "surplus," and could sell to CDFW without complying with the notice and other requirements of the SLA. Staff is not proposing to take this approach and will instead follow the SLA process, which will still provide an opportunity for CFDW to submit an offer. This allows CFDW to express their interest and reduces unnecessary additional work by the City.

Surplus Land Act Process

It is very important to note that the City is not taking any action to start the SLA process tonight, but just outlining the process for Council information. Below is a summary:

1. Before SLA process begins: City declares the Loyaltan Ranch Property to be surplus land and issues a Notice of Availability for the Loyaltan Ranch Property.
2. 60 days after Notice of Availability: City negotiates with interested parties for at least 90

- days (which negotiation period cannot begin until 60 days has expired).
3. Notify HCD after negotiations but before final disposition: City must provide details of the negotiation/disposition to HCD.
 4. Disposition: City can dispose of Loyalton Ranch Property pursuant to the negotiations or outside the SLA process if no negotiations occur or if negotiations are unsuccessful.

Further details are provided below, and additional information will be provided as part of future Council discussions.

Step 1. Declare Loyalton Ranch Property to be surplus land at a regular City Council meeting.

When the City desires to dispose of land not necessary for agency use, it must first declare the land surplus at a regular public meeting. (Gov. Code § 54221(b)(1).) At that meeting, the City must make written findings supporting the declaration that the land is “surplus land.” (Id.) Those findings are intended to demonstrate that the Loyalton Ranch Property is no longer suitable for “agency use”. Staff will bring an item for Council Consideration in a May/June 2022 timeframe.

Step 2. Issue Notice of Availability for Loyalton Ranch Property.

After declaring the Loyalton Ranch Property to be surplus land but prior to disposition or negotiations for the transfer, the City must send a written Notice of Availability (“NOA”) to certain parties designated in the SLA in the form provided in Appendix A to the HCD Guidelines. (Gov. Code §54222; HCD Guidelines, 201.)

Step 3. Receive NOA responses and conduct negotiations

After the City issues the NOA, it cannot take any action to dispose of the Loyalton Ranch Property for 60 days. If the City receives one or more responses to the NOA within those 60 days, the City must engage in good faith negotiations with the responding parties for at least 90 days. The 90-day negotiation period cannot begin until the first day following expiration of the 60-day NOA period.

There are very specific requirements regarding accepting and rejecting offers which will be further discussed when and if the process continues.

Step 4. Final disposition

If negotiations are successful, the City may formally sell the Loyalton Ranch Property.

Next Steps

1. Complete an updated Appraisal for the property.
2. Per Council request, schedule tours of the property for Councilmembers who are interested to visit the site.
3. Schedule for Council consideration declaration of the property as Surplus Land. Staff expects to schedule this for a May/June 2022 timeframe.

ENVIRONMENTAL REVIEW

The discussion on the potential sale of Government Property is not a project within the meaning of the California Environmental Quality Act (“CEQA”). If the City Council directs further action to

proceed toward a proposed sale of a surplus government property, the project review will include analysis in accordance to CEQA Guidelines section 15206(b)(4), 15312 and 15061(b)(3).

FISCAL IMPACT

Current anticipated costs include outside counsel support at an amount set forth in the confidential legal services agreement. The updated appraisal will cost approximately \$5,500. Funding for these costs is available in the Electric Utility Fund.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Note and File the Strategy and Next Steps for the sale of the Loyalton Ranch Property.

Reviewed by: Manuel Pineda, Chief Electric Utility Officer

Approved by: City Manager's Office



Agenda Report

22-360

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on a Resolution Extending AB 361 Implementation to Allow City Legislative Bodies to Hold Public Meetings Solely by Teleconference or Otherwise Electronically During the Governor's Proclaimed COVID State of Emergency

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 which suspended the Brown Act teleconferencing requirements so that legislative bodies could hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long legislative bodies followed a set of requirements for noticing the meeting agenda and public participation, among other things. Subsequently on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunset the Brown Act provisions of Executive Order N-29-20 on September 30, 2021.

On September 16, Governor Newsom signed AB 361 into law which allows local agencies to use teleconferencing without complying with specific Brown Act restrictions in certain state emergencies until January 1, 2024, at which point they are to be repealed, and the standard Brown Act teleconference requirements become effective again. The bill was an urgency measure, and it went into effect immediately.

On October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, and February 8, 2022, the City Council approved Resolutions Nos. 21-9013, 21-9023, 21-9038, 22-9042, and 22-9051, respectively, to allow City Legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

DISCUSSION

AB 361 amended Government Code Section 54943 to allow a local agency to use teleconferencing for public meetings without requiring the teleconference location to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction during a Governor-proclaimed state of emergency in certain circumstances.

In order for a local agency to utilize AB 361's exemption to the Brown Act, there must be certain emergency conditions present. These include:

- There being a state-proclaimed state of emergency, and state or local officials have imposed

or recommended measures to promote social distancing.

- The Council is meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, that meeting in person would present imminent risks to the health and safety of attendees; or
- The Council is meeting during a proclaimed state of emergency and has determined, by majority vote, that in-person meetings would pose health and safety risks to attendees.

In order for the City's legislative bodies to continue meeting remotely with the exemptions to the Brown Act provided for under AB 361, the Council is required to take certain actions, most of which the City is already implementing:

- The City must continue providing notice of meetings and continue to post agendas as the Brown Act requires to the agency's website,
- The City must continue allowing for public access to the meeting, while allowing for a public comment period to directly address the legislative body pursuant to Brown Act's other teleconferencing provisions,
- The City must continue giving notice for how the public can access the meeting and provide public comment, including a call-in or internet-based service option (no physical location required),
- The City must continue providing the public with the opportunity to comment in real time (with the option of additionally allowing comments to be submitted in advance, if the agency desires),
- The City must stop the meeting until public access is restored in the event of a service disruption, and
- No later than 30 days after the first teleconferencing meeting and every 30 days thereafter, the Council will have to reconsider the circumstances of the state of emergency to determine if remote meeting procedures need to remain in place.

The legislative body must make certain findings by majority vote every 30 days to continue using the AB 361 Brown Act teleconferencing requirements. Because the City Council approved Resolution No. 9051 on February 8, 2022, the next Council meeting to extend the resolution is March 8, 2022. Failure to approve this extension would result in City Council, boards, and commissions meeting being unable to meet fully virtual without exposing the locations of each member's location on the posted agendas.

Beginning on March 11, 2020 and continuing every 60 days thereafter, the City Council has continued its proclamation of local emergency based on substantial evidence that the public interest and necessity require the continuance of the proclamation of local emergency related to COVID-19. On September 21, 2021, the Santa Clara County Public Health Officer recommended that public bodies continue to meet remotely to the extent possible due to the continued threat of COVID-19 to the community, the unique characteristics of public governmental meetings, and the continued increased safety protection that social distancing provides as one means by which to reduce the risk of COVID-19 transmission. On November 2, 2021, emergency use of the Pfizer COVID vaccine was authorized for children ages 5-11. On that same day, Santa Clara county moved back into the substantial (orange) COVID-19 transmission tier. On November 22, 2021, Santa Clara county moved to the moderate (yellow) COVID-19 transmission tier. On November 25, 2021, scientists identified the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the

virus more transmissible and less susceptible to existing vaccines. On December 13, 2021, the California Department of Public Health reinstated its statewide mask mandate, requiring all individuals, regardless of their vaccination status, to wear face coverings in indoor public settings from December 15, 2021 through January 15, 2022 due to a 47% increase in the statewide seven-day average case rate and 14% increase in hospitalizations since Thanksgiving. In light of the rapid surge in cases due to the Omicron variant, on December 28, 2021, the County of Santa Clara Health Officer issued a health order requiring up-to-date COVID-19 vaccination for workers in certain higher-risk settings. The new order builds on recent changes in the State Health Officer's vaccination requirements by mandating up-to-date vaccination by workers in certain healthcare and long-term care settings. As of February 3, 2021, new daily Covid-19 cases are on the decline since the surge from the Omicron variant. However, California Covid-19 deaths continue to rise and hospitalizations remain elevated. On February 27, 2022, the Santa Clara County Public Health Officer rescinded the health order requiring the use of face covering indoors effective March 2, 2022. However, the Santa Clara County Public Health Officer continues to recommend that all persons continue to wear face coverings when indoors. The California Department of Public Health continues to require masking in higher-risk settings such as public transit, healthcare facilities, shelters, jails, and long-term care facilities. While Santa Clara County has met the required masking metrics (80% of the population vaccinated, COVID-19 hospitalizations in the jurisdiction are low and stable, seven consecutive days with the seven-day rolling average of new cases at 550 or below) to transition to a strong recommendation for indoor masking, the county remains in the "medium" level of the Centers for Disease Control and Prevention's new COVID-19 community level framework. These associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency. The state of emergency continues to directly impact the ability of the City's legislative bodies to meet safely in person, and City officials continue to impose or recommend public health safety measures.

It is recommended that the Council adopt a resolution to make requisite findings to allow the City's legislative bodies to continue to hold public meetings solely by teleconference or otherwise electronically so long as the state of emergency and social distancing measures continue. The Council will have to take action on a monthly basis to reassess and reaffirm such findings to continue meeting remotely.

The proposed Resolution is attached.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact other than administrative time and expense.

COORDINATION

This report has been coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Adopt a Resolution finding the continued existence of the need to extend AB 361 implementation to allow the City's legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361.

Reviewed by: Nadine Nader, Assistant City Manager

Approved by: City Manager's Office

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
FINDING THE CONTINUED EXISTENCE OF THE NEED TO
EXTEND AB 361 IMPLEMENTATION TO ALLOW CITY
LEGISLATIVE BODIES TO HOLD PUBLIC MEETINGS SOLELY
BY TELECONFERENCE OR OTHERWISE ELECTRONICALLY
PURSUANT TO AB 361**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara is committed to preserving and nurturing public access and participation in meetings of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities;

WHEREAS, all meetings of City of Santa Clara's legislative bodies are open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950, et seq., hereinafter referred to as the "Brown Act"), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

WHEREAS, the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction;

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20

which suspended the Brown Act teleconferencing requirements so that legislative bodies can hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted 72 hours in advance indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which sunsets the Brown Act provisions of Executive Order N-29-20 on September 30, 2021;

WHEREAS, on September 16, 2021, Governor Newsom signed urgency ordinance AB 361 which allows a local agency to use teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during a Governor-proclaimed state of emergency pursuant to California Government Code Section 8625 et seq, if the state of emergency continues to directly impact the ability of the members of its legislative bodies to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing;

WHEREAS, in light of the continued state of emergency related to COVID-19, the Santa Clara County Public Health Officer continues to recommend that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361 to maintain remote meetings under the Ralph M. Brown Act and similar laws, as outlined in their “Recommendation Regarding Continued Remote Public Meetings of Governmental Entities” issued on September 21, 2021;

WHEREAS, on October 19, 2021, November 16, 2021, December 14, 2021, January 11, 2022, February 8, 2022, and March 8, 2022, the City Council approved Resolutions Nos. 21-9013, 21-9023, 21-9038, 22-9042, and 22-9051, respectively, to allow City Legislative bodies to hold public meetings solely by teleconference or otherwise electronically pursuant to AB 361;

WHEREAS, on November 2, 2021, federal, state and local health officials authorized emergency use of the Pfizer COVID vaccine for children ages 5-11, and may consider emergency authorization of the COVID vaccine for children under age 5 within the next few months;

WHEREAS, on November 22, 2021, Santa Clara County moved into the moderate (orange) COVID-19 transmission tier;

WHEREAS, on November 25, 2021, scientists identified the latest COVID-19 variant, Omicron, which has prompted concern among scientists and public health officials because of an unusually high number of mutations that have the potential to make the virus more transmissible and less susceptible to existing vaccines;

WHEREAS, on December 13, 2021, the California Department of Public Health reinstated its statewide mask mandate, requiring all individuals, regardless of their vaccination status, to wear face coverings in indoor public settings from December 15, 2021 through January 15, 2022 due to a 47% increase in the statewide seven-day average case rate and 14% increase in hospitalizations since Thanksgiving;

WHEREAS, in light of the rapid surge in cases due to the Omicron variant, on December 28, 2021, the County of Santa Clara Health Officer issued a health order requiring up-to-date COVID-19 vaccination for workers in certain higher-risk settings. The new order builds on recent changes in the State Health Officer's vaccination requirements by mandating up-to-date vaccination by workers in certain healthcare and long-term care settings;

WHEREAS, as of February 3, 2021, new daily Covid-19 cases are on the decline since the surge from the Omicron variant. However, California Covid-19 deaths continue to rise and hospitalizations remain elevated;

WHEREAS, on February 27, 2022, the Santa Clara County Public Health Officer rescinded the health order requiring the use of face covering indoors effective March 2, 2022. However, the Santa Clara County Public Health Officer continues to recommend that all persons continue to

wear face coverings when indoors. The California Department of Public Health continues to require masking in higher-risk settings such as public transit, healthcare facilities, shelters, jails, and long-term care facilities. While Santa Clara County has met the required masking metrics (80% of the population vaccinated, COVID-19 hospitalizations in the jurisdiction are low and stable, seven consecutive days with the seven-day rolling average of new cases at 550 or below) to transition to a strong recommendation for indoor masking, the county remains in the “medium” level of the Centers for Disease Control and Prevention’s new COVID-19 community level framework;

WHEREAS, Government Code Section 54953(e)(3) requires that the City Council review the need and make findings for continuing the teleconferencing without complying with the agenda posting and public comment requirements at least once every thirty (30) days until Governor terminates the state of emergency; and,

WHEREAS, the associated emergency conditions are on-going and there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency and if approved, will be in effect for 30 days and will expire on April 7, 2022 unless staff returns to City Council on or before April 7, 2022 to request to continue the need for teleconferencing.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the state of emergency conditions related to COVID-19, as set forth in Resolution No. 22-9051 adopted on February 8, 2022 and incorporated herein by reference, are on-going.
2. That the City Council finds that there is a need to continue teleconferencing for public meetings without posting the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed

COVID-19 state of emergency.

3. That the City Council finds that the state of emergency continues to directly impact the ability of members of the City's City Council, Council Committees, City Decision-Making Bodies (including Santa Clara Stadium Authority, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), City Boards, Committees and Commissions, Taskforces, and Other City Advisory Entities to meet safely in person.

4. That City officials continue to impose or recommend measures to promote social distancing in City facilities.

5. That members of the City Council, Council Committees, City Decision-Making Bodies, City Boards (including Santa Clara Stadium Authority Board, Sports and Open Space Authority, Housing Authority, Successor Agency to the City of Santa Clara Redevelopment Agency, Bayshore North Project Enhancement Authority, and Public Facilities Financing Corporation), Committees and Commissions, Taskforces, and Other City Advisory Entities are authorized to use teleconferencing, or other electronic means, to hold its public meetings without noticing the teleconferenced locations on the agenda, without making teleconferenced or physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted at least 72 hours in advance indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations, in compliance with AB 361, Government Code Section 54953(e).

6. That the Assistant City Clerk is hereby directed to report to the City Council within thirty (30) days on the need to further continue teleconferencing for public meetings without posting

the teleconferencing locations on the agenda and without requiring the teleconference locations to be accessible to the public during the current Governor-proclaimed COVID-19 state of emergency.

7. Effective Date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ___ DAY OF _____, 2022, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

22-111

Agenda Date: 3/8/2022

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on Stadium Authority Bills and Claims for the Month of November 2021

BOARD PILLARS

Enhance Community Engagement and Transparency
Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

Disbursements made by the Stadium Authority are based on invoices submitted for payment. Prior to payment, staff reviews all disbursement documents to ensure that they are in compliance with the goods or services provided.

The Bills and Claims listing represents the cash disbursements required of normal and usual operations during the period. Budget control is set by the Stadium Authority Board through the budget adoption process.

DISCUSSION

On April 30, 2019 the Stadium Authority Board directed staff to stop payment of any Stadium Authority invoices for services unless there is substantial documentation of services rendered, which must also be in compliance with State law and City Code. Since April 30, 2019, staff received direction to pay Stadium Authority invoices related to SBL sales and services, insurance, and utilities.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

In addition, at the March 23, 2021 Stadium Authority Board meeting, the Board approved staff recommendations to direct the Stadium Manager to provide a procurement plan/schedule that demonstrates the ability to manage the Stadium with the proper standard of care and that addresses the highest priority projects while balancing the potential need for City resources. Subsequent to that direction, the Stadium Manager has submitted requests to the Board for approval; to be awarded purchase order(s) related to capital projects.

Significant expenses in November 2021 include:

- Payments totaling \$258,332.61 to the City of Santa Clara for the following:

- \$209,334.20 for reimbursement of General and Administrative (G&A) City payroll costs (e.g.: Executive Director's Office (City Manager's Office), Counsel's Office (City Attorney's Office), and Treasurer's Office (Finance Department))
- \$46,251.10 for the Senior and Youth Fees collected (\$0.35 per ticket) for four National Football League (NFL) games.
- \$2,747.31 for reimbursement of SCSA G&A costs
- Payments totaling \$817,515.52 to Forty Niners Stadium Management Co, LLC for the following:
 - \$190,000.00 for December 2021 Stadium Manager Expenses - Insurance
 - \$180,000.00 for December 2021 Stadium Manager Expenses - SBL Sales & Services
 - \$8,300.00 for December 2021 Stadium Manager Expenses - Compensation for Grounds
 - \$21,455.00 for December 2021 Stadium Manager Expenses - Compensation for Guest Services
 - \$33,495.00 for December 2021 Stadium Manager Expenses - Compensation for Security
 - \$136,515.00 for December 2021 Stadium Manager Expenses - Compensation for Engineering
 - \$136,978.00 for December 2021 Stadium Manager Expenses - Compensation for Stadium Ops
 - \$51,902.00 for December 2021 Stadium Manager Expenses - Compensation for Procurement
 - \$8,000.00 for December 2021 Stadium Manager Expenses - Lender Fees
 - \$34,750.00 for December 2021 Stadium Manager Expenses - Other G&A
 - \$778.59 for CapEx Reimbursement for CapEx Project - Lift Station
 - \$791.25 for CapEx Reimbursement for CapEx Project - Non-Slip Floor Matting
 - \$778.59 for CapEx Reimbursement for CapEx Project - Tunnel Slip and Fall Protection
 - \$13,772.09 for CapEx Reimbursement for CapEx Project - Key Management System
- Payment totaling \$13,440.15 to Concur Technologies, Inc for CapEx Project - FMS Project
- Payment totaling \$737.12 to Dell Marketing, L.P for CapEx Project - Security Command Center Equipment
- Payments totaling \$9,873.60 to J.S. Held LLC for September - October 2021 Audit Services
- Payment totaling \$107,120.00 to KPMG LLP for SCSA 2021/21 Audit
- Payment totaling \$50,347.50 to Rigaku Analytical Devices for CapEx Project - Rigaku Handheld Chemical Detector
- Payment totaling \$11,657.50 to Wilson Ihrig for July - September 2021 Noise Monitoring
- Payments totaling \$54,711.78 for September - October 2021 Legal Services

Certain information such as names of law firms have been redacted from the Bills and Claims report. The Supreme Court of California in Los Angeles County Board of Supervisors v. Superior Court, (2016) 2 Cal.5th 282, held that invoices specifying the amounts billed by a law firm to a client fall within the scope of attorney-client privilege while the matters are active. In accordance with the Supreme Court's ruling, the names of law firms retained by the Stadium Authority have been redacted from the public report to maintain confidentiality of billing records for legal services.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

There is a \$1,325,112.12 fiscal impact to the Stadium Authority.

COORDINATION

This report has been coordinated with the Stadium Authority Counsel’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve the list of Stadium Authority Bills and Claims for November 2021.

Reviewed by: Kenn Lee, Treasurer

Approved by: Executive Director’s Office

ATTACHMENTS

1. November 2021 SCSA Bills and Claims

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of November 2021

Payment Date	Vendor	Invoice No.	Description	Fund	Amount	
11/15/2021	Bank of America	N/A	October 2021 bank fees acct 0444	CapEx	1,140.46	
11/15/2021	Bank of America	N/A	October 2021 bank fees acct 0425	Operating	178.26	
11/15/2021	Bank of America	N/A	October 2021 bank fees acct 6280	Operating	57.62	
			Bank of America Subtotal			1,376.34
11/12/2021	City of Santa Clara	N/A	B2120 SCSA Admin Payroll Costs	Operating	38,454.57	
11/12/2021	City of Santa Clara	N/A	B2121 SCSA Admin Payroll Costs	Operating	46,834.86	
11/18/2021	City of Santa Clara	N/A	B2122 SCSA Admin Payroll Costs	Operating	124,044.77	
11/22/2021	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 5	Operating	22,668.80	
11/23/2021	City of Santa Clara	N/A	Senior/Youth Fee NFL Game 6	Operating	23,582.30	
11/18/2021	City of Santa Clara	N/A	Reimburse City of Santa Clara for SCSA G&A Costs	Operating	2,747.31	
						258,332.61
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Insurance	Operating	190,000.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - SBL Sales & Svcs	Operating	180,000.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Grounds	Operating	8,300.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Guest Svcs	Operating	21,455.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Security	Operating	33,495.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Engineering	Operating	136,515.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Stad Ops	Operating	136,978.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Compensation for Procurement	Operating	51,902.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Lender Fees	Operating	8,000.00	
11/30/2021	Forty Niners Stadium Management Co, LLC	SLS-23255	December 2021 Std Mgr - Other G&A	Operating	34,750.00	
11/5/2021	Forty Niners Stadium Management Co, LLC	SLS-23247	CapEx Proj - Lift Station	CapEx	778.59	
11/5/2021	Forty Niners Stadium Management Co, LLC	SLS-23247	CapEx Proj - Non-Slip Floor Matting	CapEx	791.25	
11/5/2021	Forty Niners Stadium Management Co, LLC	SLS-23247	CapEx Proj - Tunnel Slip and Fall Protection	CapEx	778.59	
11/12/2021	Forty Niners Stadium Management Co, LLC	SLS-23240	CapEx Proj - Key Management System	CapEx	13,772.09	
			Forty Niners Stadium Management Co, LLC Subtotal			817,515.52
11/8/2021	Concur Technologies, Inc	100100010972	CapEx Proj - FMS Project	CapEx	4,480.05	
11/8/2021	Concur Technologies, Inc	101200150015	CapEx Proj - FMS Project	CapEx	4,480.05	
11/8/2021	Concur Technologies, Inc	101400169800	CapEx Proj - FMS Project	CapEx	4,480.05	
			Concur Technologies, Inc Subtotal			13,440.15
11/5/2021	Dell Marketing, L.P.	10521161082	CapEx Proj - Security Command Center Equipment	CapEx		737.12
11/5/2021	J.S. Held LLC	1291754	September 2021 Audit Services	Operating	6,558.60	
11/19/2021	J.S. Held LLC	1297423	October 2021 Audit Services	Operating	3,315.00	
			J.S. Held LLC Subtotal			9,873.60
11/5/2021	KPMG LLP	8003814385	SCSA 2020/21 Audit Services	Operating		107,120.00
11/5/2021	Rigaku Analytical Devices	17107	CapEx Proj - Rigaku Handheld Chemical Detector	CapEx		50,347.50

Santa Clara Stadium Authority

Bills and Claims Expenses Paid by Wire Transfer For the Month of November 2021

Payment Date	Vendor	Invoice No.	Description	Fund	Amount
11/24/2021	Wilson Ihrig	16125N38	July - September 2021 Noise Monitoring	Operating	11,657.50
Various	[REDACTED]		September 2021 Legal Services	Operating	38,744.26
Various			October 2021 Legal Services	Operating	15,967.52
			Legal Services Subtotal		54,711.78
			November 2021 Total		\$ 1,325,112.12



Agenda Report

22-1582

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Introduce an Ordinance Approving a Military Equipment Funding, Acquisition and Use Policy Pursuant to Assembly Bill 481; and Note and File Recommendation Submitted by the Task Force on Diversity, Equity and Inclusion to Adopt AB481 Policy and Ordinance

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On September 30, 2021, Governor Newsom signed a series of policing reform bills aimed at increasing transparency of peace officer misconduct records, improving policing responsibility and accountability guidelines, raising eligibility standards, banning harmful restraint techniques, and creating a public forum for the purchase of military equipment. Assembly Bill (AB) 481 codified law enforcement's acquisition, use, and funding of military equipment. The information presented in this report and its attachments fulfills the requirements of AB 481.

DISCUSSION

The City of Santa Clara is in the heart of Silicon Valley and home to Fortune 500 company headquarters, California's Great America theme park, Santa Clara University, Silicon Valley Power and Levi's Stadium. In turn, it serves as a destination for corporate board meetings, dignitary visits, major events, and visitors from around the globe. The community assets county-wide and throughout the region are even more significant. As a result, the risk of domestic terrorism or a high-level terrorist incident in the area is real.

In enacting AB 481, the Legislature stated that the public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials in an effort to increase transparency, accountability and oversight. The same applies to the public's right to participate in any government agency's decision to fund, acquire, or use such equipment. Furthermore, the state legislature stated that local agency decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, civil liberties, and public input.

The bill requires law enforcement agencies that seek to continue use of military equipment acquired prior to January 1, 2022, accomplish the following by May 1, 2022:

- Draft a Military Equipment Use Policy that describes each piece of military equipment and the authorized uses for each piece of equipment to include:
 - A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment;

- The purposes and authorized uses for which the law enforcement agency proposes to use each type of military equipment;
 - The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment;
 - The legal and procedural rules that govern each authorized use;
 - The training, including any course required by the Commission on Peace Officer Standards and Training (“POST”), that must be completed before any officer, agent, or employee of the law enforcement agency’s allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy;
 - The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy; and,
 - The procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- Seek approval of the Policy from their governing body by Ordinance before acquiring new military equipment or seeking funds for equipment purchases; and,
 - Make publicly available on the agency’s website any proposed or final military equipment use policy for as long as the military equipment is available for use.

At least annually after the adoption of a Military Equipment Use Policy, the law enforcement agency shall prepare an annual military equipment report to include:

- A summary of how the military equipment was used and the purpose of its use;
- A summary of any complaints or concerns received concerning the military equipment;
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;
- The quantity possessed for each type of military equipment;
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment; and,
- Within 30-days of submitting the annual military equipment report, a law enforcement agency must hold at least one “well-publicized and conveniently located community engagement meeting,” to allow for public discussion of the report.

The governing body shall annually review the Military Equipment Purchase and Use Ordinance and vote on whether to renew the ordinance at a regular meeting. During its review, the governing body shall consider the annual report and determine whether each type of military equipment has complied with specified standards for approval.

If the City Council does not approve the continuing use of military equipment within 180-days of

submission of the proposed Military Equipment Purchase and Use Policy, the Police Department shall cease its use of the military equipment until it receives the approval of the City Council in accordance with AB 481 effective April 30, 2022.

Historical Perspective on Types of Equipment Acquired by Law Enforcement

The Columbine High School massacre in Colorado was a school shooting and failed bombing that occurred on April 20, 1999, murdering 12 students and one teacher. Twenty-one (21) additional people were injured by gunshots, and gunfire was also exchanged between the perpetrators and police. Another three (3) people were injured trying to escape.

At that time, law enforcement followed a traditional strategy of waiting for multiple highly trained tactical teams to arrive, formulate a structured and deliberate plan that may include surrounding the building, setting up a perimeter, containing the damage and slowly and methodically conduct room by room sweeps of the facility to locate and stop the threat. In this case, the results of the traditional strategy were catastrophic.

The Columbine incident became one of the most studied active-shooter massacres, resulting in the introduction of the Immediate Action Rapid Deployment tactic (IARD). Rapid deployment is defined as, "the swift and immediate deployment of law enforcement resources, singular or in teams, to on-going, life threatening situations where delayed deployment could otherwise result in death or great bodily injury to innocent persons." IARD expects the first arriving officer on scene to take charge and neutralize the threat; this places regular officers in situations of increased risk. To achieve this goal, additional training and specialized equipment are required. Through case studies, law enforcement agencies have learned IARD generally results in a suspect suicide once confronted by armed responders. Secondary measures are put in place to limit access to potential victims and rescue injured persons once the threat is mitigated.

It should be noted, IARD tactics are not a substitute nor the same as conventional response tactics to situations, such as a barricaded subject.

Since Columbine, the United States has experienced a multitude of active shooter and deadly terrorist attacks at sporting events (e.g. Boston Marathon bomber), places of worship (Wisconsin Sikh temple, Pittsburgh synagogue, Overland Park Jewish Community Center), entertainment venues (Orlando nightclub, Las Vegas concert, San Bernardino attack), mitigate vehicle borne attacks (Charlottesville, New York City, University of Oklahoma), retail outlets (El Paso Walmart), attacks of military bases (Fort Hood, Pensacola Naval Air Station) and aircraft hijackings (World Trade Center, Pentagon and Shanksville on September 11).

After significant research, testing and practical application, law enforcement agencies have been trained and equipped with the tools to combat terrorism and high-risk criminal behavior at the local level. Responding to situations in which one or more people are engaged in on-going aggressive, deadly behavior, requires swift contact to mitigate the public safety threat and vast resources.

Locally, we are not immune from critical incidents. Santa Clara County has experienced critical incidents, and those that could have become such. Our Police Department has been involved in responding to the following situations in recent years:

Date	Incident	Brief Summary of Incident
July 4, 2019	California's Great America theme park	Large fight resulting in a shooting at the front gate
July 28, 2019	Gilroy Garlic Festival Shooting	Gunman killed three people and wounded 17
August 5, 2020	Santa Clara County Main Jail	Gunman restrained in handcuffs fired several rounds at officers in Main Jail sallyport. Containment took four hours *
August 9, 2020	Santa Clara County Main Jail	Driver slammed through Main Jail security gate and refused to surrender *
May 26, 2021	VTA Railyard Shooting	Nine people killed

*At the times of these incidents, the Santa Clara Police Department had officers in the jail booking area with their own arrestees and assisted in the peaceful resolution of the situation at hand.

In each instance, the corresponding agency's inventory of safety equipment and weaponry allowed the law enforcement agency to confront the situation with multiple tools according to the need to bring a safe, peaceful resolution for the involved parties, the public and officers. In each case, responding officers evaluated the actions, capabilities, and intentions of the suspects. The equipment available created an opportunity to influence sound decisions by providing time, distance, and cover. In none of the above cases, did police use deadly force.

On a routine frequent basis, the Police Department is faced with situations that can potentially be resolved with less lethal tactics as a result of having the appropriate training and resources available, such as welfare checks, warrant service, uncooperative individuals subject to arrest, high risk car stops, barricaded subjects, etc.

Many of the tools the Police Department utilizes to address critical incidents and high-risk criminal behavior at the local level have become industry standards among law enforcement agencies throughout the country. Without these tools and current technology, the Police Department would have to completely re-think operations and tactics to safely resolve situations and protect personnel.

AB 481 Definition of Military Equipment

AB 481 defines "Military equipment" as follows and differentiates the equipment by category:

(Category 1) Unmanned, remotely piloted, powered aerial or ground vehicles;

(Category 2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision;

(Category 3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision;

(Category 4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a

tracked system instead of wheels for forward motion;

(Category 5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units;

(Category 6) Weaponized aircraft, vessels, or vehicles of any kind;

(Category 7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision;

(Category 8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision;

(Category 9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision;

(Category 10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency;

(Category 11) Any firearm or firearm accessory that is designed to launch explosive projectiles;

(Category 12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray;

(Category 13) Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD);

(Category 14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons; and,

(Category 15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

For added clarity, nothing in this bill prohibits law enforcement from obtaining any of the above equipment, but rather AB 481 creates a public process for getting approval on the type of equipment that is authorized and the uses for that equipment. Please note, as described further below, SCPD possesses equipment in only 7 of the 15 categories listed.

Current Santa Clara Police Department Equipment Meeting Military Equipment Designation

For decades, the Federal government has provided billions of dollars in equipment to state and local law enforcement agencies through unused excess equipment transfers (1033 Program), asset forfeiture programs and Federal grants. Our Department has been the benefactor of Asset Forfeiture Funds and Federal grants (e.g. Bullet Proof Vest Grant, Edward Byrne Justice Assistance Grant, Citizens' Option for Public Safety Grant, State Homeland Security Grant, Urban Areas Security Initiative Grant, etc.); however, our Department has not applied for or received designated military equipment through the 1033 Program.

Each Federal funding source designates what equipment is eligible for purchase utilizing the designated funds. Additionally, grant funding must be utilized toward front line law enforcement

equipment and cannot supplant other funding sources.

The equipment purchased by the Police Department is intended for use to save civilian lives, protect law enforcement personnel, reduce risk for the City and enhance public safety. Secondly, the equipment also creates cover, distance, and time to slow the decision-making process. Doing so, allows responding officers to take in and evaluate the totality of the circumstances, resulting in increased safety and reduced risk for everyone involved.

Many of the items designated by AB 481 as military equipment have been in our Police Department's equipment inventory for decades.

Use of this equipment is built into the Police Department's operating procedures and provide a snapshot of their respective functionality. A summary of the types of equipment in the Police Department's possession, examples of how this equipment has (and, can) be utilized as well as the source for original funding is below.

Equipment	Purpose	Authorized Use	Example of Types of Law Enforcement Uses	Purchase Funding Source	In Use by SCPD Since
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<p>Robot and Unmanned Aircraft (Equipment Category 1)</p>	<p>To be used to remotely gain visual/audio data, deliver CNT phone, open doors, disrupt packages, and clear buildings. Could be utilized in major collision investigations, search for missing persons, natural disaster management, crime scene photography, SWAT, tactical or other public safety and life preservation missions, in response to specific requests from local, state or federal fire authorities for fire response and/or prevention</p>	<p>Only assigned operators who have completed the required training shall be permitted to operate either piece of equipment. Use is established by the Incident Commander</p>	<p>Robot • Highly mobile way to conduct sophisticated, live audio and video surveillance to prevent, investigate or fight crime • Deliver item(s) to a suspect Unmanned Aircraft • Disaster response and damage assessment • Locate missing persons and rescue events • Identify, locate and apprehend non-compliant, threatening or combative persons who pose a threat of injury or death to themselves, others or officers • Suspected explosive device • Dangers that would benefit from situational intelligence exposed from an aerial perspective • Video / photographic documentation of crime</p>	<p>Robot Grant Unmanned Aircraft Grant *</p>	<p>2005</p>
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<p>Armored Rescue Vehicle (Equipment Category 2)</p>	<p>To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents</p>	<p>The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training</p>	<p>• Evacuation of innocent individual(s) • Functions as a rolling shield to allow law enforcement personnel to safely get closer to a location and/or gain access to a location • Send message or warning tone over significant distance • Hail a suspect from being barricaded</p>	<p>Grant **</p>	<p>2010</p>
<p>Command and Control Vehicles (Equipment Category 5)</p>	<p>To be utilized for critical incident callouts</p>	<p>The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license</p>	<p>• Serve as a safe, secure workspace for staff on scene of a crime scene or critical incident • Tool to carry equipment associated with work</p>	<p>Grant, General Fund and City's disposal/reuse program</p>	<p>2002</p>

Breaching equipment (Equipment Category 7)	To safely gain entry into a structure	Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises	• Force open closed and/or locked doors • Diversionary tactic when trying to take a dangerous suspect into custody	Grant, General Fund and Asset Forfeiture Program	2007
Specialized Firearms and Ammunition (Equipment Category 10, 12 and 14)	To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible	Only members that are POST certified are authorized to use a rifle	• Non-lethal tool to stop an armed subject at various distances • Device to create a temporary diversionary tactic when trying to take a dangerous suspect into custody	Grant, General Fund and Asset Forfeiture Program	1975 - 2000 depending on the item

*Purchase and corresponding policy approved however item not yet acquired.

**This item was purchased with UASI funds and therefore is a regional law enforcement asset.

The current decisions surrounding the acquisition of equipment are presented to the City Council at a high-level during consideration of the standard budget process or in a more detailed manner through a Report to City Council, and procurement of such equipment adheres to the City’s purchasing processes. The use of such equipment is governed by the Police Department’s Use of Force Policy #300.

In addition, the California Peace Officer Standards and Training (POST) requirements for operation and deployment of this equipment is managed by the Police Department’s Training Unit. In many cases, POST, vendor provided trainings or cross-training among surrounding law enforcement agencies are implemented as new legislation and tools are deployed.

All Santa Clara Police Department policies and procedures that govern safe-handling, storage, and qualification on specified equipment remain in effect. This includes but is not limited to California Occupational Safety and Health Agency (OSHA) certification of energetic breaching operators, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) oversight of energetic breaching materials, Police Department weapons storage procedures, and ATF oversight of Noise Flash Diversionary Devices.

Draft Santa Clara Police Department Military Equipment Purchase and Use Policy

The Police Department's existing procedure manual, many of which have been incorporated into Lexipol, address appropriate use and deployment of controlled equipment addressing the protection of civil rights and civil liberties.

AB 481 requires law enforcement to publicly release a written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, the topics described above. The Policy must be approved by the City Council via Ordinance, with findings of the following:

- The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
- The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties;
- If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and,
- Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Annually, the Police Department will prepare and present to the City Council annual report, and distribute it on the City's website 30 days prior to the City Council meeting where the following items are reviewed:

- The quantity possessed for each type of military equipment as of the date of the annual report;
- Summary of how the military equipment was used and the purpose of its use;
- Summary of any concerns or complaints received involving the use of military equipment;
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
- Total annual cost of each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade and other ongoing costs; and,
- Acquisition plans (including source of funds) for the coming year, type and quantity.

SCPD's draft Lexipol Policy #706 addresses each aspect required per AB 481 and includes an inventory of military equipment in our Department's possession effective January 1, 2022. It should be noted, the Department has received prior City Council approval to acquire equipment through Asset Forfeiture Funds (RTC #21-629) and Federal Grants (RTC #22-1559). As these and any future purchases are made, equipment which meets the military equipment designation will be added to the Department's inventory and included in the annual report.

In our Department's case, the proposed Military Equipment Purchase and Use Policy provides for a secondary level of oversight. The Chief's Advisory Committee will be utilized as a local civilian sounding board prior to a recommendation to City Council to request or acquire controlled equipment. While the Chief's Advisory Committee is advisory to the Chief of Police and not

authorized to have power or authority to investigate, review or otherwise participate in matters involving specific personnel or play a role in civil or criminal litigation, as appropriate the committee may be utilized for after-action analysis reports for significant incidents involving federally provided or federally funded equipment.

More recently, the City of Santa Clara also established a Task Force on Diversity, Equity, and Inclusion. This group serves as another sounding board on recommendations to policies that help the City achieve equal treatment under the law.

Additionally, developing a complete Department-wide equipment inventory, with amortization details (e.g. expiration date or anticipated life, estimated cost to replace, etc.), has long been a goal of the Police Department. In recent years, staffing levels have prohibited this project from becoming a reality.

Community Engagement

SCPD exceeded the requirements of AB 481 and conducted the following community engagement:

January 10, 2022 - The Police Department distributed information on its website and social media (e.g. GovDelivery, Facebook, Instagram, Nextdoor, Nixle, Twitter) about a virtual Community Meeting on February 10, 2022 from 6:30 p.m. - 8:00 p.m. The following topics were included in the announcement:

- Purpose of the new legislation, AB 481
- Definition of military equipment
- SCPD's military equipment inventory
- SCPD's proposed equipment funding, acquisition and use policy
- Pending annual report requirement
- Community engagement and public access to materials

At the same time, the following content was uploaded on the Police Department's website:

- Full text of AB 481
- SCPD's summary of AB 481
- AB 481 Defined list of military equipment currently in SCPD's possession
- Draft Lexipol Policy 706

January 24, 2022 - The Police Department facilitated a virtual discussion among the Chief's Advisory Committee (CAC). Overall, CAC members were very supportive of the continued use of the Police Department's existing equipment, particularly among the seasoned CAC members that have participated in hands-on use of force exercises over the last three years. New CAC members were pleased to learn about the Department's existing training requirements, Department policies, ways in which the community can share concerns and commendations, how long the Department has had the equipment and stories about the application of its use. Although the new members haven't had the same opportunities for experiential learning, this topic garnered quite a bit of interest in some of the Police Department's pending plans for the CAC.

The CAC also raised inquiries about the safe and proper storage this equipment and the practicality of tracking its use.

February 2, 2022 - The Police Department facilitated an in-person discussion among the Policing Community Engagement/Relations Subcommittee of the Task Force on Diversity, Equity and Inclusion (DEI) Task Force. DEI focused its conversation with the Police Department on the importance of the messaging to the community, emphasizing the importance of de-escalation and having safe and effective tools in place to create time, distance and cover. Since DEI has recently conducted a review of Police Department policies and participated in use of force scenarios, it had a solid foundation on the guidelines currently in place for addressing critical incidents.

February 7 and 10, 2022 - The Police Department distributed a reminder on its' website and social media about the pending meeting.

February 10, 2022 - The Police Department conducted a virtual Community Meeting. At any given time, there were approximately 32-34 individuals logged into the meeting. Of those, nine (9) were City of Santa Clara employees and another handful represented other law enforcement agencies that are also engaged in the AB 481 implementation process, at varying stages. While it is unknown how many of the remaining participants live in the City of Santa Clara, their interests were varied, including: clarification of the legislation and role of the governing body, semantics between equipment and weaponry, comment about the perception that police equipment funding diverts dollars from other needs throughout the City at-large, interest in the costs of maintaining equipment and time spent training, inquiry about why certain pieces of equipment utilized by the Police Department (e.g. conducted electronical weapon) are not included in equipment inventory, question about whether Lexipol was consulted on the policy and a request for information about who was invited to participate in the public meeting.

In two cases, meeting participants shared concerns about police militarization. In each case, an alternate means for reaching a safe, peaceful resolution was not offered by the speaker.

In one case, a meeting participant expressed concern about the Police Department providing this level of detail publicly for fear that someone with ill intentions (e.g. critical incident, theft, etc.) now has significant information about the availability of local resources. Law enforcement agencies share this concern.

February 28, 2022 - The Task Force on Diversity, Equity and Inclusion (DEI) held a special meeting (RTC 22-330) to discuss the recommendation from the Policing Community Engagement/Relations Subcommittee regarding the Department's proposed Policy #706 to address the requirements of AB 481.

Task Force members inquired about the lifespan of the equipment, the collaboration of regional assets in mutual aid situations and discussed the potential for adding minority owned small businesses as a preference in the City's procurement process. In turn, DEI took the following actions:

- Noted and filed a verbal report from the Policing and Community Engagement/ Relations Subcommittee on their efforts to analyze the proposed AB481 Policy and Ordinance; and,
- Accepted the recommendation from the Policing and Community Engagement/Relations Subcommittee to craft a letter expressing the support of the full Task Force to be sent to the City Council on behalf of the entire Task Force.

March 4, 2022 - The Police Department distributed information on its' website and social media regarding the pending City Council meeting on March 8, 2022, including a link to RTC #22-1582. The information also included ways to view and/or offer feedback in the meeting.

This degree of community engagement exceeds the requirements of AB 481.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The Police Department secures approximately \$175,000 in asset forfeiture funds and \$500,000 in local, State and Federal grants for education programs, enforcement operations, equipment and training annually.

AB 481 requires law enforcement agencies that seek to continue use of military equipment acquired prior to January 1, 2022, to approve an annual Military Purchase and Equipment Use Policy by May 1, 2022. Without such, the Police Department will be required to cease the use of approximately \$1,093,178 in the Department's operating equipment.

Without City Council approval, the Police Department's ability to respond to a critical incident, and provide mutual aid when called upon, would be detrimental to the safety of the public, involved parties in the incident and increase the City's risk exposure.

COORDINATION

This report was coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Waive First Reading and Introduce an Ordinance Approving a Military Equipment Funding, Acquisition and Use Policy Pursuant to Assembly Bill 481; and Note and File Recommendation submitted by the Task Force on Diversity, Equity and Inclusion to Adopt AB481 Policy and Ordinance.

Reviewed by: Pat Nikolai, Chief of Police

Approved by: City Manager's Office

ATTACHMENTS

1. Assembly Bill 481

2. Draft Police Department Policy #706, including AB 481 Defined List of Military Equipment in SCPD's possession
3. Ordinance
4. Recommendation to Adopt AB481 Policy and Ordinance from the Task Force on Diversity, Equity and Inclusion

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

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

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

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

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

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) "Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) "Type" means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

Military Equipment

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment categories– Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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Military Equipment

706.2 POLICY

State

It is the policy of the Santa Clara Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Santa Clara Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

State **MODIFIED**

The following constitutes a list of qualifying equipment for the Department:

[See attachment: 706.4 MILITARY EQUIPMENT INVENTORY.pdf](#)

706.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

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Military Equipment

to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Military Equipment

Attachments

706.4 MILITARY EQUIPMENT INVENTORY.pdf

1. Robot (Category 1)

a. **Description, quantity, capabilities, and purchase cost:**

Transcend Tactical Robot, cost: \$24,452.24, Quantify: 1. This equipment is a battery powered, remote operated device. Equipped with two cameras and two-way radio capabilities. This equipment is for (potential) use during high-risk incidents. Use is limited to members of the Departments Special Response Team (SRT). Incidents that may qualify for its use include, but are not limited to, a high-risk warrant service, barricaded subject, and hostage negotiation/rescue. Before entering a structure, particularly in a tactically compromised and dangerous situation, knowledge of a subject's location is very important, and the robot can provide that without placing anyone at risk. Cameras can also help determine if a subject is armed and also if there are other subjects inside that need assistance. The two-way speakers can be used to de-escalate and determine resistance level.

b. **Purpose:**

To be used to remotely gain visual/audio data, deliver CNT phone, open doors, disrupt packages, and clear buildings.

c. **Authorized Use:**

Only assigned operators who have completed the required training shall be permitted to operate the robot. Use is established by the Incident Commander. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**

10-15 years

e. **Fiscal Impact:**

No known annual maintenance cost.

2. Unmanned Aerial Vehicles (Category 1)

a. **Description, quantity, capabilities, and purchase cost:**

Yuneec H520 unmanned aerial vehicle (UAV), cost: Included with purchase of Transcend Tactical Robot, Quantity: 1. The H520 is a commercial-grade UAV. Commonly used by construction and utility companies for the inspection of buildings, powerlines, windmills and other infrastructure. This UAV is a battery powered, remote operated device. Controller: ST16 All-in-one controller with 7-inch integrated screen. Controller allows operators to control UAV and view live feed from UAV-mounted cameras. Camera: CGOET camera with dual RGB and FLIR capabilities. Camera provides operators ability to switch between standard RGB camera and views based on heat of objects within frame. Flight time of approximately 25-30 minutes per battery, depending on weather and flight conditions. The UAV has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel

b. **Purpose:**

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. major collision investigations.
- ii. search for missing persons.
- iii. natural disaster management.
- iv. crime scene photography.

- v. SWAT, tactical or other public safety and life preservation missions.
 - vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.
- c. **Authorized Use:**
Only assigned operators who have completed the required training shall be permitted to operate the Yuneec H520 during approved missions. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 316 – Missing Persons, SCPD Policy 606 – Unmanned Aerial System Operations, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
- d. **Expected Lifespan:**
10 years
- e. **Fiscal Impact:**
No known annual maintenance cost.
3. Armored Personnel Carrier, vehicle with entry apparatus attached (Category 2 & 3)
- a. **Description, quantity, capabilities, and purchase cost:**
Lenco Armored Rescue Vehicle, cost: \$309,000, quantity: 1. The ARV is designed to provide ballistic protection during tactical events (designed to withstand multiple bullet strikes from small arms fire as well as low level explosions). Equipped with nuclear/radiological detection devices, self-contained breathing apparatus, explosive gas detection devices, and thermal imaging camera. Equipped with emergency lights/siren and a public address system. Common uses for the ARV include citizen and officer rescues, evacuations, and the deployment of officers and chemical agents. The ARV is currently deployed at every large event in the city of Santa Clara including stadium events, parades, and festivals. The ARV is a regional mutual-aid asset that has been requested and deployed to allied agencies in Santa Clara, San Benito, Monterey, Santa Cruz, Alameda, and San Mateo Counties. The ARV responded high profile events including: The Gilroy Garlic Festival shooting, Super Bowl 50, an armed barricade at Main Jail, the VTA active shooter and several incidents where local officers were killed in the line of duty
- b. **Purpose:**
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.
- c. **Authorized Use:**
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
- d. **Expected Lifespan:**
20 years
- e. **Fiscal Impact:**
Annual maintenance cost of approximately \$2,500.
4. Command and Control Vehicles (Category 5)
- a. **Description, quantity, capabilities, and purchase cost:**

1993 Int. Model 3800, cost: \$13,291, quantity: 1. The vehicle is a two-axel bus style vehicle with a front door and a rear door. It is painted black with police graphics affixed to the front, sides, and the rear of the vehicle. The vehicle has been partitioned into (2) separate workspace areas. The equipment housed in the vehicle includes, but is not limited to, a negotiations control console and accessories, communications throw phone and cables, miscellaneous office supplies, tablespots, chairs, storage space, coffee maker, and refrigerator. The vehicle is capable of being used as a mobile operation and dispatch center. The vehicle is also capable of transporting personnel and equipment. The Mobile Communications Vehicle was placed into service in 2006 after its acquisition from the City of Santa Clara Library (formerly the bookmobile). The Mobile Command Vehicle is used as an auxiliary command vehicle during major incidents. The vehicle is separated into two areas by a walled partition and door. One area is used as a negotiation / communication center by the Crisis Negotiations Team. The second area can be used as a mobile command center aiding in the command, control, and deployment of personnel at a critical incident.

- b. **Purpose:**
To be utilized for critical incident callouts.
- c. **Authorized Use:**
The CNT vehicle used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
- d. **Expected Lifespan:**
25 years (Expired)
- e. **Fiscal Impact:**
Annual maintenance cost of approximately \$5,589

5. Command and Control Vehicles (Category 5)

- a. **Description, quantity, capabilities, and purchase cost:**
2001 Freightliner MT45 – custom upfit by Mattman, cost: \$162,181, quantity: 1. The SRT van is a command vehicle and an equipment storage and transportation vehicle. Computerized screen used for tracking operations on the exterior. Desk with radios for dispatch on the interior. Several storage areas for the different equipment used by SRT. Manual breaching tools / Energetic breaching materials, Water, Generator, Ammunition, Robot / UAV, 40mm launchers and projectiles
- b. **Purpose:**
To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.
- c. **Authorized Use:**
The SRT Van shall be used by officers trained in their deployment and in a manner consistent with Department policy and training. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 404 – Special Response Team.
- d. **Expected Lifespan:**
20 years (expires in March 2022)
- e. **Fiscal Impact:**

Annual maintenance cost of approximately \$2,500

6. Command and Control Vehicles (Category 5)

a. **Description, quantity, capabilities, and purchase cost:**

2018 Ford E450 Super Duty cutaway/stripped chassis with a large built-out cargo box mounted on the chassis. It looks like a typical box style cargo van/truck painted black with police graphics. The CSI van is not used in an enforcement capacity. This vehicle is used for the transportation of investigative equipment including a Total Station laser surveyor and accessories, computer equipment and software, evidence collection materials, and storage space for transporting items to the Santa Clara Police Department. There is a large computer monitor/TV mounted on an interior wall to view photos, diagrams, and to aid in crime scene diagramming. The CSI van is used to transport evidence and investigative tools, and a limited number of personnel, to a major crime scene or a crime scene requiring a vehicle larger than a traditional police vehicle for the purposes of transporting evidence collection materials or crime scene evidence. Once on-scene, the van is used as shelter, supply storage, and evidence storage

b. **Purpose:**

To be utilized for critical incident callouts.

c. **Authorized Use:**

The CSI vehicle is used by officers and staff who have been properly trained in the safe handling of the vehicle. The driver of the vehicle shall have a valid California driver license. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 703 – Vehicle Use, SCPD Policy 802 – Property and Evidence.

d. **Expected Lifespan:**

20 years

e. **Fiscal Impact:**

Annual maintenance cost of approximately \$5,770.

7. Breaching Apparatus: Slugs (Category 7)

a. **Description, quantity, capabilities, and purchase cost:**

Royal Arms Tesar-2, cost: \$1,880, quantity: 470. Shotgun breaching rounds are specialty shotgun shells utilized for door breaching. The Royal Arms Tesar-2 rounds contain compressed copper powder and are fired through a specialized breaching shotgun barrel. The copper powder is designed to strike and destroy the lock throw inside of the door, allowing entry into the room or structure. The powder is designed to dissipate after striking the lock throw in order to minimize entry into the target space for the safety of occupants and operators. Designed to breach heavy locks, dead-bolts, and hinges mounted inside of solid oak or steel doors. Royal Arms Tesar-2 rounds are good until expended if stored properly. Shotgun breaching rounds are used to gain rapid access to a room or structure when an emergent law enforcement need exists

b. **Purpose:**

To safely gain entry into a structure.

c. **Authorized Use:**

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. All other applicable SCPD policies remain in effect, to include, but not limited to,

SCPD Policy 311 – Search and Seizure, SCPD Policy 404 Special Response Team.

d. **Expected Lifespan:**

Until expended

e. **Fiscal Impact:**

Individual unit price of approximately \$4 each. Estimated between \$0 and \$1,880 annually

8. Breaching Apparatus: Energetic Breaching Program (Category 7)

a. **Description, quantity, capabilities, and purchase cost:**

Energetic breaching is used to gain rapid access to a room or structure when an emergent law enforcement need exists. All efforts are made to minimize the amount of energetics applied to a target, while still achieving a positive breach. Energetic breaching materials are used to make breaching charges of various shapes and strength which are specifically designed for the target. The materials release gasses, heat, and light when initiated. The pressure from the gasses released presses against mediums and or the target to cause the structure of the target to fail for a successful breach.

Breaching charges are specially designed to cause structural failure of the desired target. The breaching charges in stock were built in house by the SRT breaching cadre. Various types, configurations, and energetic weights are maintained for use as needed. Older charges are cycled out of stock during monthly training.

- i. 25 grain detonation cord, cost: \$349, quantity 2.4lbs. The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.
- ii. 50 grain detonation cord, cost \$1,915.49, quantity 1 roll. The detonating cord is a thin, flexible plastic tube usually filled with pentaerythritol tetranitrate (PETN, pentrite). With the PETN exploding at a rate of approximately 6400 m/s, any common length of detonation cord appears to explode instantaneously. It is a high-speed fuse which explodes, rather than burns, and is suitable for detonating high explosives.
- iii. Nonel starters, cost: included with 50 grain det cord, quantity: 88. A blasting cap is a small sensitive primary explosive device generally used to detonate a larger, more powerful and less sensitive secondary explosive such as TNT, dynamite, or plastic explosive. Blasting caps come in a variety of types, including non-electric caps, electric caps, and fuse caps
- iv. C2 Prima sheet, cost: \$1,183.50, quantity: 10 lbs. A PETN based sheet explosive

b. **Purpose:**

To safely gain entry into a structure.

c. **Authorized Use:**

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. All

Breachers shall be licensed as a Blaster by Cal/OSHA. All Breachers will attend an approved "Tactical Energetic Breaching" course. Master Breacher designation upon: Attend an accredited "advanced" Energetic Breaching course or equivalent. Participate in a minimum of 50 documented training breaches, of which at least ten (10) were considered "research and development" shots. Participate in at least 1 operational energetic breach. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 311 – Search and Seizure, SCPD Policy 404 Special Response Team.

d. **Expected Lifespan:**

25 grain detonation cord – 5 years

50 grain detonation cord – 5 years

C2 Prima Sheet – Until expended

Nonel Starters – until expended

e. **Fiscal Impact:**

25 grain detonation cord – estimated between \$0 and \$349 annually.

50 grain detonation cord – estimated between \$0 and \$1,915.49 annually

C2 Prima Sheet – estimated between \$0 and \$1,183.50 annually

Nonel Starters – \$0

9. Specialized Firearms and Ammunition (Equipment Category 10)

a. **Description, quantity, capabilities, and purchase cost:**

- I. The Carbine Rifle is a firearm, capable of accurately stopping an armed subject at various distances. The Carbine Rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. The Carbine Rifle does not have an expiration and will need to be serviced or replaced when the Rifle fails or breaks. The .223 / 5.56 cartridge is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. Colt AR-15/M4, cost: \$119,850, quantity: 102, FN-15, cost: \$46,371, quantity: 29
- II. The Hornady .223 Remington, 75 grain, BTHP Tap Precision cartridge is the primary duty ammunition deployed during potential lethal encounters. Cost: \$19,980, quantity: 25,000
- III. The Hornady .223 Remington, 62 grain, Tap Barrier cartridge is the secondary ammunition deployed during potential lethal encounters, when shooting through barriers. Cost: \$3,996, quantity: 5,000
- IV. The Hornady .223 Remington, 55 grain cartridge is the primary training ammunition for the Department. Cost: \$40,176, quantity: 100,000
- V. The Santa Clara Police Department Special Response Team (SRT) was formed in 1975, in response to very dangerous or violent tactical encounters. The Sniper element deploys with precision rifles, which enables the stopping of an armed subject at a safe distance. The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the Rifle fails or breaks. The .308 Winchester cartridge: is a rimless, bottlenecked rifle cartridge. The .308 WIN. cartridge is used as a Lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. JP

LRP-07 Rifle cost: \$14,276, quantity: 4, TacOps 700, cost: \$3,999, quantity: 1, DT SRS-A1 rifle, cost: \$7,698, quantity: 2, Spartan rifle, cost: \$8,800, quantity: 2.

- VI. The Hornady .308 WIN., 110 grain, Tap Urban cartridge is ammunition deployed during potential lethal encounters, in high collateral risk environments. The 110 grain, Tap Urban offers a unique projectile that allows rapid expansion, fragmentation & low retained weight. It also offers the least penetration, but with substantially more temporary & permanent cavity & fragmentation. Cost: \$6,303, quantity: 5,000
- VII. The Hornady .308 WIN., 168 grain, ELD Match Tap Precision cartridge is ammunition deployed during potential lethal encounters at longer distances. The 168 grain projectile maintains accuracy, while resulting in higher impact velocities, less drop, less wind drift, and more energy on target. Cost: \$18,909, quantity: 15,000.
- VIII. The RUAG .308 WIN., 164 grain, Tactical cartridge is ammunition deployed during potential lethal encounters, when shooting through barriers. The 164-grain projectile is capable of accurately striking targets behind an angled window or windshield, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating glass, which does not allow an accurate hit. Cost: \$1,512, quantity: 500
- IX. The RUAG .308 WIN., 196 grain, Armor Piercing cartridge is ammunition deployed during potential lethal encounters, when shooting through heavy barriers. The 196 grain projectile is capable of accurately striking targets behind armor, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating armor, which does not allow an accurate hit. Cost: \$385, quantity: 80
- X. The RUAG .338 Lapua Magnum, 247 grain, Styx Action cartridge is ammunition deployed during potential lethal encounters, in high collateral risk environments. The 247 grain Styx Action cartridge offers a unique projectile that allows rapid expansion, fragmentation & low retained weight. It also offers the least penetration, but with substantially more temporary & permanent cavity & fragmentation. Cost: \$1,618, quantity: 500
- XI. The Hornady .338 Lapua Magnum, 285 grain, ELD Match cartridge, is ammunition deployed during potential lethal encounters at longer distances. The 285-grain projectile maintains accuracy, while resulting in higher impact velocities, less drop, less wind drift, and more energy on target. Cost: \$17,766, quantity: 3,840
- XII. The RUAG .338 Lapua Magnum, 250 grain, Tactical cartridge is ammunition deployed during potential lethal encounters, when shooting through barriers. The 250-grain projectile is capable of accurately striking targets behind an angled window or windshield, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating glass, which does not allow an accurate hit. Cost: \$953, quantity: 350

- XIII. The RUAG .338 Lapua Magnum, 260 grain, Armor Piercing cartridge is ammunition deployed during potential lethal encounters, when shooting through heavy barriers. The 260-grain projectile is capable of accurately striking targets behind armor, without the risk of unpredictable bullet deflection. Conventional bullets break apart or fragment when penetrating armor, which does not allow an accurate hit. Cost: \$3,240, quantity: 500
- XIV. Selections of which of the above ammunition to use is dependent on the threat and the environment (to include barriers, weather conditions, uninvolved parties, etc.)

b. **Purpose:**

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. **Authorized Use:**

Only members that are POST certified are authorized to use a rifle. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 306.5 – Firearms Training and Qualifications, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**

- I. Carbine Rifle – No expiration
- II. The Hornady .223 Remington, 75 grain – No expiration
- III. The Hornady .223 Remington, 62 grain, Tap Barrier – No expiration
- IV. The Hornady .223 Remington, 55 grain, – No expiration
- V. Sniper Rifles – No expiration
- VI. The Hornady .308 WIN., 110 grain – No expiration
- VII. The Hornady .308 WIN., 168 grain – No expiration
- VIII. The RUAG .308 WIN., 164 grain – No expiration
- IX. The RUAG .308 WIN., 196 grain – No expiration
- X. The RUAG .338 Lapua Magnum, 247 grain – No expiration
- XI. The Hornady .338 Lapua Magnum, 285 grain – No expiration
- XII. The RUAG .338 Lapua Magnum, 250 grain – No expiration
- XIII. The RUAG .338 Lapua Magnum, 260 grain – No expiration

e. **Fiscal Impact:**

- I. Carbine Rifle – Annual cost between \$19,999 - \$166,221
- II. The Hornady .223 Remington, 75 grain – Annual cost between \$0 - \$19,980
- III. The Hornady .223 Remington, 62 grain, Tap Barrier – Annual cost between \$0 - \$3,996
- IV. The Hornady .223 Remington, 55 grain – Annual cost between \$0 - \$40,176
- V. Sniper Rifle – Annual cost between \$900 - \$34,773
- VI. The Hornady .308 WIN., 110 grain – Annual cost between \$0 - \$6,303
- VII. The Hornady .308 WIN., 168 grain – Annual cost between \$0 - \$18,909
- VIII. The RUAG .308 WIN., 164 grain – Annual cost between \$0 - \$1,512
- IX. The RUAG .308 WIN., 196 grain – Annual cost between \$0 - \$385
- X. The RUAG .338 Lapua Magnum, 247 grain – Annual cost between \$0 - \$1,618
- XI. The Hornady .338 Lapua Magnum, 285 grain – Annual cost between \$0 - \$17,766

- XII. The RUAG .338 Lapua Magnum, 250 grain – Annual cost between \$0 - \$953
- XIII. The RUAG .338 Lapua Magnum, 260 grain – Annual cost between \$0 - \$3,240

10. Flashbangs (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**

A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of high-risk situations.

- I. NFDD 7290M emits a loud “bang” and a flash of light, cost: \$4,345.97, quantity: 96
- II. NFDD 7290-5 emits a loud “bang” and a flash of light (5) times, cost: \$1,070.13, quantity: 10
- III. NFDD 9593 Multi-effect grenades with a loud blast, bright flash and dispersion of stinging .31 caliber pellets. Can also be configured to dispense an instantaneous cloud of irritant powder. Cost: \$443.30, quantity: 11

b. **Purpose:**

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. **Authorized Use:**

Diversionary Devices shall only be used:

- i. By SRT officers who have been trained in their proper use.
- ii. In hostage and barricaded subject situations.
- iii. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iv. During other high-risk situations where their use would enhance officer safety.
- v. During training exercises.

All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**

- I. NFDD 7290M – 5 years
- II. NFDD 7290-5 – 5 years
- III. NFDD 9593 – 5 years

e. **Fiscal Impact:**

- I. NFDD 7290M – Annual cost between \$0 - \$4,345.97
- II. NFDD 7290-5 – Annual cost between \$0 - \$1,070.13
- III. NFDD 9593 – Annual cost between \$0 - \$1,070.13

11. Tear Gas (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**

Chemical agent munitions, which are commonly referred to as “tear gas,” are used by the Santa Clara Police Department as a non-lethal tool to disperse rioting suspects and on barricaded suspects.

The Santa Clara Police Department uses chemical agents which are used by law enforcement across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum)

CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS.

OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

- I. 5230B – Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. Cost: \$2,412, quantity: 67
- II. 6230 – Pyrotechnic canister grenade emitting smoke through multiple emission ports for 30 to 40 seconds. May be launched or hand thrown. Cost: \$450, quantity: 15
- III. 8230 – The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor use and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. Cost: \$504, quantity: 21
- IV. 9230 – The 9230 CS Jet-Lite Rubber Ball Grenade is one of the smaller diameter burning grenades that discharges a high volume of chemical agents through multiple emission ports. Specifically for outdoor use and should not be deployed from rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. Cost: \$725, quantity: 25.
- V. 3330 – Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Cost: \$735, quantity: 35
- VI. 6340 – This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. Cost: \$360, quantity 10
- VII. 4330 – Liquid CS filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room. Cost: \$1,950, quantity: 75
- VIII. The Spede-Heat™ 40mm Short Range CS Round incorporates an aluminum shell and utilizes black powder as the propellant. The Spede-Heat™ 40mm Short Range Round is designed to deliver one dual-ported chemical canister from a 40mm launcher 75 yards to the intended target zone. Cost: \$420, quantity: 15
- IX. The 6 oz. OC Aerosol Grenade will delivery its payload of 1.3% MC% OC in 20-25 seconds. This is a atomized mist which enhances the pungent 1.3% OC formulation. Cost: \$180, quantity: 10

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.

- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force, SCPD Policy 404 – Special Response Team.

d. **Expected Lifespan:**

- I. 5230B – 5 years
- II. 6230 – 5 years
- III. 8230 – 5 years
- IV. 9230 – 5 years
- V. 3330 – 5 years
- VI. 6340 – 5 years
- VII. 4330 – 5 years
- VIII. The Spede-Heat™ 40mm Short Range CS Round - 5 years
- IX. The 6 oz. OC Aerosol Grenade - 5 years

e. **Fiscal Impact:**

- I. 5230B – estimated between \$0 and \$2,412 annually
- II. 6230 – estimated between \$0 and \$450 annually
- III. 8230 – estimated between \$0 and \$504 annually
- IV. 9230 – estimated between \$0 and \$725 annually
- V. 3330 – estimated between \$0 and \$735 annually
- VI. 6340 – estimated between \$0 and \$360 annually
- VII. 4330 – estimated between \$0 and \$1,950 annually
- VIII. The Spede-Heat™ 40mm Short Range CS Round
- IX. The 6 oz. OC Aerosol Grenade

12. PepperBall Launcher (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**

System that uses high pressure air to deliver PAVA powder projectiles (similar to a paint ball delivery system). System capable of launching projectiles at a subject up to 60'. System capable of area saturation up to 160'. Non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. De-Escalation tool used to avoid further injuries or lethal options on a subject. Cost: \$7,500, quantity:

- I. PepperBall LIVE PROJECTILE, The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.8230. Cost: \$3,412 quantity: 1500
- II. PepperBall VXR LIVE-X PROJECTILE: The VXR Live-X Projectile is a non-lethal round. The projectile contains approximately 10x the PAVA of the VXR LIVE projectile. This projectile is best for direct impact or area saturation. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-425 FPS. The projectile has a direct impact of 150ft and an area of saturation of

390+ft. The projectile contains 2.5% PAVA powder. Cost: \$8,984
quantity: 3000

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. **Authorized Use:**

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers. All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force.

d. **Expected Lifespan:**

- I. PepperBall Launcher: No expiration
- II. Live Projectile: 1 year
- III. Live-X Projectile: 1 year

e. **Fiscal Impact:**

- I. PepperBall Launcher: estimated between \$0 and \$7,500 annually
- II. Live Projectile: estimated between \$0 and \$3,412 annually
- III. Live-X Projectile: estimated between \$0 and \$9,000 annually

13. Projectile Launch platforms and associated munitions (Category 14)

a. **Description, quantity, capabilities, and purchase cost:**

Penn Arms Launcher: Cost: \$23,650, quantity: 22. The Penn Arms Launcher is not a firearm, but a Less-Lethal systems that uses smokeless powder to deliver 40MM projectiles from a safe distance. The Less-Lethal launcher is capable of launching 40MM munitions at a subject up to 25 yards. The Less-Lethal launcher is a single launcher, which allows the Officer to assess after every spent munition. Less-Lethal launcher does not have an expiration and will need to be serviced or replaced when the launcher fails or breaks. The 40MM munition is a Direct Impact Spin Stabilized Smokeless Sponge Munition. The Sponge Baton munition is used as a Less-Lethal weapon designed to de-escalate a potentially violent encounter. Cost: \$11,454, quantity: 600

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. **Authorized Use:**

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

All other applicable SCPD policies remain in effect, to include, but not limited to, SCPD Policy 300 – Use of Force.

d. **Expected Lifespan:**

- I. 40mm Launcher: No expiration
- II. 40mm Sponge Round: 5 years

e. **Fiscal Impact:**

- I. 40mm Launcher: estimated between \$0 and \$23,650 annually
- II. 40mm Sponge Round: estimated between \$0 and \$12,000 annually

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA,
ADDING SECTION 2.80.080 ENTITLED “MILITARY EQUIPMENT
POLICY” TO “THE CODE OF THE CITY OF SANTA CLARA,
CALIFORNIA” IN COMPLIANCE WITH ASSEMBLY BILL 481**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies;

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used;

WHEREAS, the Santa Clara Police Department is in possession of certain items of equipment that qualify as “military equipment” under AB 481;

WHEREAS, AB 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy document covering the inventory, description, purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department’s use of such equipment;

WHEREAS, the Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of Santa Clara, having received the information required under AB 481 regarding the Santa Clara Police Department’s use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA
AS FOLLOWS:**

SECTION 1: That a new Section 2.80.080 is added to Chapter 2.80 (entitled “Police Department”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California” to read as follows:

“2.80.080 Military Equipment Policy.

(a) The City Council has made the following determinations:

(1) The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;

(2) The proposed military equipment use policy (“Policy”) will safeguard the public’s welfare, safety, civil rights, and civil liberties;

(3) The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any);

(4) Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) The Police Department has submitted a proposed Policy to the City Council and has made those documents available on the Police Department’s website for at least 30 days prior to the public hearing concerning the military equipment at issue.

(c) The Policy was considered by the City Council as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted.

(d) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

(e) The Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (a)(1)-(4) above.

(f) The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2)

(g) The City Council approves the use of the Policy, and finds that it satisfies the requirements of Government Code Section 7070(d)."

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2022, by the following vote:

AYES:	COUNCILORS:
NOES:	COUNCILORS:
ABSENT:	COUNCILORS:
ABSTAINED:	COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Lexipol Policy 706 “Military Equipment”
2. Inventory of Military Equipment as of January 1, 2022

Task Force Recommendation on AB481 Policy and Ordinance

To: City Council of the City of Santa Clara

From: City of Santa Clara Task Force on Diversity, Equity, and Inclusion (the “**Task Force**”)

The Task Force strongly recommends to the City Council of the City of Santa Clara that the Military Equipment Funding, Acquisition and Use Policy (the “**Policy**”) be adopted. Police accountability and reform is a core focus of this Task Force – as such, we approached our role and our recommendation with a particular focus on the relevant use of force considerations, transparency objectives, and community engagement efforts.

The full Task Force voted unanimously to send this recommendation to the City Council. Our recommendation comes after diligence and fact-finding efforts by our police subcommittee. Following the subcommittee’s work, the full Task Force reviewed the subcommittee’s findings before coming to the decision to unanimously recommend adoption of the Policy.

Please see a summary of our relevant findings below:

1. **Prior Approval and Equipment Categories.** SCPD holds equipment in 7 of the 15 categories. The City Council has previously approved of all the equipment authorized in the Policy (through numerous prior City Council actions).
2. **No DoD Equipment.** Santa Clara Police Department (“**SCPD**”) does not own any equipment used by any United States Department of Defense (“**DoD**”) agency. SCPD has never acquired any DoD surplus equipment and has no plans to participate in any DoD programs. All SCPD equipment is commercially available.
3. **No Mounted Guns.** There are no guns mounted on any SCPD equipment.
4. **De-Escalation Purpose of Bullet-Resistant Vehicle.** The one vehicle that is bullet resistant is used exclusively for de-escalation to provide time, distance and cover. This vehicle has been used to support responses in multiple nearby cities, including the recent San Jose VTA-yard active shooter incident.
5. **Hand-Held Equipment.** A large part of the hand-held equipment listed is also used exclusively for de-escalation, to provide time, distance and cover.
6. **Proactive Community Engagement.** SCPD has engaged the community in community conversations on this topic. SCPD presented to the Task Force and Chief’s Advisory Council to seek early review and comment.
7. **Transparency and Reform.** The discussion occurred pursuant to a police reform bill, AB481, which requires police agencies to engage the public and seek approval from their elected city councils. SCPD has been a leader on engaging the public and drafting its proposed policy and ordinance thus far.
8. **Annual Reporting and Further Approvals Required.** AB481 requires law enforcement agencies to prepare and post an Annual Report on the Police Department’s website with information required by Government Code Section 7072 for the preceding calendar year for each type of military equipment in the Department’s inventory. The Policy and supporting information must be reviewed annually at a regular City Council meeting. At this meeting, the City Council will consider the adoption of an Ordinance approving

continued use. AB481 also requires law enforcement agencies to seek approval prior to making future purchases of items designated as “military equipment”.

9. **Complaints Process.** SCPD has been proactive on developing its complaints process. SCPD maintained a process required by this legislation, for years prior to this new law.
10. **2020 Protests – No Notable SCPD Incidents.** No notable incidents during 2020 protests. SCPD has responsibly used its existing equipment. This policy will require SCPD to certify any new equipment.



Agenda Report

22-242

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 5 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium

COUNCIL PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On August 30, 2016, in response to complaints from residents about noise emanating from the San Francisco 49er's football practices, the City Council directed staff to establish a noise monitoring system for Levi's Stadium and training facility.

Following Council direction, the City solicited bids from acoustic engineers and after receiving three proposals, entered into an agreement on February 7, 2017 with Wilson, Ihrig & Associates to provide noise monitoring services at Levi's Stadium. Since that time the consultant has implemented a noise monitoring program that includes four noise monitoring stations as well as a comprehensive website (https://seti-media.com/infopopulation/levis_stadium/) that provides reporting information from the monitors as well as a portal for residents to issue noise complaints. The contract covers the ongoing cost to rent noise monitoring equipment from the consultant and maintenance of the website.

In December 2017, Amendment 1 was executed to extend the term of the Agreement by twelve months ending on December 31, 2018.

In August 2018, Council approved Amendment No. 2 to this agreement which added \$150,000 to the Agreement and extended the contract term by twenty months ending on August 31, 2020.

In October 2020, Council approved Amendment No. 3 to this agreement to extend the term of the Agreement thru September 30, 2021, with no additional funding.

On September 7, 2021 Council approved Amendment No. 4 to this agreement to extend the term of the Agreement thru March 31, 2022, with \$50,000 of additional funding.

DISCUSSION

At the September 7, 2021 meeting, some Councilmembers requested analysis of the noise data received and also wanted information regarding an option to purchase the noise monitoring equipment rather than rent it, which is the current approach as rental of noise monitoring equipment is included in the agreement with Wilson, Ihrig, & Associates. As such the Council extended the agreement six months in order to re-assess a longer agreement extension with the requested information.

Noise Analysis

In response to the recent request from the City Council, Wilson, Ihrig, & Associates prepared the attached noise analysis of data collected in 2021. The analysis compares noise levels adjacent to the Stadium during all Sundays without NFL games to Sundays with 49er games at the Stadium (Attachment 7). The analysis does not include concerts as none took place during this time period. The analysis uses the hourly average noise levels generated and maximum instantaneous noise levels generated as they were the standards used in the adopted Environmental Impact Report (EIR) prepared for the 49ers Stadium. The analysis compares these noise levels to the anticipated noise levels included in the EIR.

The analysis calls out that hourly average noise levels during 49er games are mostly below the noise range anticipated in the EIR (Attachment 7, page 5-9); however, the maximum instantaneous noise levels generated are often greater during 49er games than anticipated in the EIR (Attachment 7, page 10). Jet noise has been filtered out in the noise levels; however, other non-Stadium activity can also be contributing to noise levels in general.

Concerts have also been identified as a Stadium activity that produces noise that affects adjacent properties. While there have not been concerts since the Covid-19 pandemic began in 2020, attached are reports that were previously prepared by Wilson, Ihrig, & Associates regarding noise levels generated during two concerts, U2 on May 17, 2017 and Coldplay with fireworks on October 4, 2017 (Attachments 8 & 9). These analyses indicate that the U2 concert exceeded the target noise level for one of the four neighborhood noise monitoring locations (and also that ambient noise levels also exceeded the target).

The consultant is able to modify analyses of noise data based on any specific feedback the Council provides. Attachment 7 is an example of an analysis template that could be provided to the Council or could be modified at the Council's request.

Noise Monitoring Equipment

Attachment 10 includes information gathered from three noise monitoring equipment firms to determine the estimated cost of purchasing equipment. Seti Media, whose equipment is currently used by Wilson Ihrig, & Associates, for Stadium monitoring, does not offer the sale of their equipment. Note that only Seti Media has the capacity to filter out jet noise. Two other firms sell monitoring equipment for a one-time cost that range between \$50,740 and \$51,300 for four stations; however additional support costs range between \$15,020 and \$30,240 annually.

Staff recommends continuing the practice of renting stationary noise monitoring equipment as purchasing equipment would lock in the City to current monitoring options, and it would be costly to upgrade equipment if technology improves or if future customization is desired. Also, equipment found that can filter jet noise is only available for rent and such a filter is a useful tool for analyzing noise specifically attributable to Stadium activity as distinct from locational conditions. If the City went the route of purchasing noise monitoring equipment, the City would also need to enter into an agreement for services to analyze the data collected, which is a service provided currently through the Wilson, Ihrig & Associates agreement.

The agreement with Wilson, Ihrig & Associates is nearing its expiration date. Amendment five will extend the term by 2 years and align the contract with the Stadium Authority fiscal year. The contract will allow the City to continue the noise monitoring program for ongoing use of the existing monitors

to verify compliance with City permits and provide continuity for data collection to support policy making over the long-term. Much of the contract cost occurred at the beginning of the contract for installation of the equipment and creation of the monitoring website. The primary recurring costs are the equipment rental fees costing approximately \$45,000 dollars annually. In recognition that the City Council provided feedback that deeper analysis of data and reporting was desired, \$50,000 has been added to the contract for this service.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

Amendment No. 5 increases the not to exceed amount of the contract by \$140,000 for a total of \$439,840. Funding for this service was included in the Fiscal Year 2021/22 Annual Operating Budget and appropriations in future years will be subject to future appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office, and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Authorize the City Manager to execute Amendment No. 5 with Wilson, Ihrig & Associates to extend the term of the Agreement through March 31, 2024, and increase maximum compensation by \$140,000 for a total not to exceed amount of \$439,840, subject to Santa Clara Stadium Authority Board appropriation of funds.
2. Authorize the City Manager to execute Amendment No. 5 with Wilson, Ihrig & Associates to extend the term of the Agreement through March 31, 2023, and increase maximum compensation by \$70,000 for a total not to exceed amount of \$369,840, subject to Santa Clara Stadium Authority Board appropriation of funds and direct staff to initiate a Request for Proposals to evaluate a new potential vendor for noise monitoring services.
3. Direct staff on an alternate approach to noise monitoring adjacent to the 49ers Stadium.

RECOMMENDATION

Alternative 1:

Authorize the City Manager to execute Amendment No. 5 with Wilson, Ihrig & Associates to extend the term of the Agreement by 2 years ending on March 31, 2024, and increase maximum

compensation by \$140,000 for a total not to exceed amount of \$439,840, subject to Santa Clara Stadium Authority Board appropriation of funds.

Reviewed by: Andrew Crabtree, Director, Community Development Department
Approved by: City Manager's Office

ATTACHMENTS

1. Amendment No. 5 to the Agreement with Wilson, Ihrig & Associates
2. Amendment No. 4 to the Agreement with Wilson, Ihrig & Associates
3. Amendment No. 3 to the Agreement with Wilson, Ihrig & Associates
4. Amendment No. 2 to the Agreement with Wilson, Ihrig & Associates
5. Amendment No. 1 to the Agreement with Wilson, Ihrig & Associates
6. Original Agreement with Wilson, Ihrig & Associates
7. Stadium Noise Monitoring Report, prepared by Wilson, Ihrig & Associates, Feb 9, 2022
8. Stadium Noise Monitoring Report of U2 Concert, prepared by Wilson, Ihrig & Associates, May 23, 2017
9. Stadium Noise Monitoring Report of Coldplay Concert & Fireworks prepared by Wilson, Ihrig & Associates, October 10, 2017
10. Summary of Rent vs Buy Options for Noise Monitoring Stations

**AMENDMENT NO. 5
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement (“Amendment No. 5”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Professional Services”, dated February 14, 2017 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated December 8, 2017, Amendment No. 2, dated August 28, 2018, Amendment No. 3, dated November 6, 2020, Amendment No. 4, dated October 27, 2021, and is again amended by this Amendment No. 5. The Agreement and all previous amendments are collectively referred to herein as the “Agreement as Amended”; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide noise monitoring services at Levi’s Stadium, and the Parties now wish to amend the Agreement as Amended to extend the term of the original Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement as Amended, entitled “Term of the Agreement” is amended to read as follows: “The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on March 31, 2024.”
- 2. Exhibit B, entitled “Fee Schedule,” is appended with the attached “Addendum to Fee Schedule,” dated February 8, 2022 and reflects a revised maximum

compensation of four hundred thirty-nine thousand, eight hundred forty dollars (\$439,840.00), subject to annual budget appropriations.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

Office of the City Manager
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: _____

By (Signature): _____

Name: Derek L. Watry

Title: Principal

Principal Place of Business Address: 5900 Hollis Street, Suite T1
Emeryville, CA 94608

Email Address: dwatry@wilsonihrig.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONTRACTOR”

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Addendum to Fee Schedule

February 8, 2022

Noise Monitoring Services for Levi's Stadium

Equipment Rental and Routing Maintenance: \$3,750/month

Hourly Rates:

Used for time-and-materials consulting for non-routine maintenance and noise analysis reporting.

Senior Principal	\$315/hour
Principal	\$265/hour
Associate Principal	\$225/hour
Senior Consultant	\$190/hour
Associate	\$170/hour
Assistant	\$140/hour
Lab Technician	\$105/hour
Project Assistant	\$80/hour
CAD Operator	\$70/hour

The maximum compensation under this Agreement is four hundred thirty-nine thousand, eight hundred forty dollars (\$439,840.00), subject to annual budget appropriations in the Stadium Authority Budget (Fiscal years run from April 1 to March 31).

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 2017, Amendment No. 2, dated August 28, 2019, Amendment No. 3, dated November 6, 2020, and is again amended by this Amendment No. 4. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. The termination date defined in Section 2 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of March 31, 2022.
2. Exhibit B, entitled "Fee Schedule," is appended with the attached "Addendum to Fee Schedule," dated July 20, 2021, and reflects a revised maximum compensation of \$299,840, subject to annual budget appropriations.
3. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.
4. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



OFFICE OF THE CITY ATTORNEY
CITY OF SANTA CLARA

Dated: 10/27/21



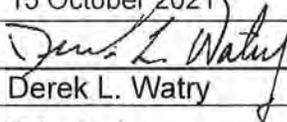
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 15 October 2021

By (Signature):



Name: Derek L. Watry

Title: Principal

Principal Place of Business Address: 5900 Hollis Street, Suite T1
Emeryville, CA 94608

Email Address: dwatry@wilsonihrig.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

"CONTRACTOR"

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Addendum to Fee Schedule

July 20, 2021

Noise Monitoring Services for Levi's Stadium

Equipment Rental and Routing Maintenance: \$3,700/month

Hourly Rates:

Used for time-and-materials consulting for no-routine maintenance.

Senior Principal	\$315/hour
Principal	\$265/hour
Associate Principal	\$220/hour
Senior Consultant	\$185/hour
Associate	\$160/hour
Assistant	\$130/hour
Lab Technician	\$100/hour
Project Assistant	\$75/hour
CAD Operator	\$65/hour

The maximum compensation under this contract is \$299,840, subject to annual budget appropriations in the Stadium Authority Budget (Fiscal years run from April 1 to March 31).

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 2017, and Amendment No. 2, dated August 28, 2019, and is again amended by this Amendment No. 3. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the Agreement.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

- 1. The termination date defined in Section 2 of the Original Agreement as Amended, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of September 30, 2021.
- 2. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.
- 3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

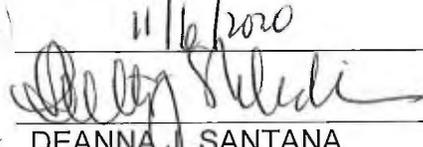
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:



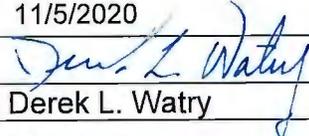
BRIAN DOYLE
City Attorney



or DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 11/5/2020
By (Signature): 
Name: Derek L. Watry
Title: Principal
Principal Place of Business Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
Email Address: ~~dwatry@wia.com~~ dwatry@wilsonihrig.com
Telephone: (510) 658-6719
Fax: (510) 652-4441
"CONTRACTOR"

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**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wilson, Ihrig & Associates, a California corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 8, 2017, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement to extend the timeframe and update the fee schedule to continue to monitor sound at the stadium.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That the termination date defined in Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of August 31, 2020

That Exhibit A, entitled "Scope of Services," is hereby appended to include the proposal from Wilson, Ihrig & Associates, entitled "Proposal for Continued Noise Monitoring System & Services for Levi's Stadium," dated August 14, 2018.

That Exhibit B, entitled "Fee Schedule," is hereby replaced in its entirety with the attached revised Fee Schedule.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPARTS

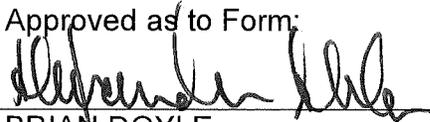
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

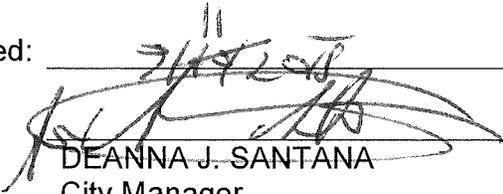
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

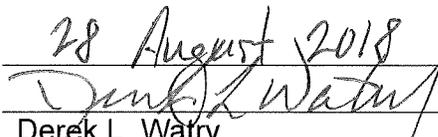

BRIAN DOYLE
City Attorney

Dated:


DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 28 August 2018
By (Signature): 
Name: Derek L. Watry
Title: Principal
Principal Place of Business Address: 6001 Shellmound Street, Suite 400 Emeryville, CA 94608
Email Address: dwatry@wiai.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

"CONTRACTOR"



14 August 2018

Mr. Juan Padilla
City of Santa Clara, Planning and Inspection
1500 Warburton Avenue
Santa Clara, CA 95050

Subject: Proposal for Continued Noise Monitoring System & Services for Levi's Stadium

Dear Mr. Padilla,

Wilson Ihrig is pleased to present this proposal to provide ongoing noise monitoring systems and services to the City of Santa Clara to help document noises in the neighborhoods near Levi's Stadium. Under our current contract, Wilson Ihrig procured and installed four monitoring stations from Seti-Media. Those systems have been operational since July 10, 2017, and the data they collect is available to the public via a link to Seti-Media's website on the City of Santa Clara's website. The Seti-Media website was tailored to this particular application in terms of the time intervals for which data are presented and a custom-made "jet filter" which can – at the user's options – remove jet airplane noise from the data graphs.

Our original contract provided for monitoring service through August 2018. This proposal provides for an additional two years of monitoring, through August 2020.

1 PROPOSED ONGOING SYSTEM AND SERVICES

The following scope of work is based on our experience with this project to date. Pricing is included for maintaining two, three, or four of the noise stations.

This proposal also includes budget allocation for Wilson Ihrig to advise the City on noise issues that arise near the stadium. This work would be billed on a time and materials basis, so the budget would only be expended if a need arises.

1.1 NOISE MONITORING SYSTEM RENT AND MAINTENANCE

Wilson Ihrig will provide single-point responsibility for maintaining and reviewing all noise monitors for proper working order. The monitoring stations will also be automatically self-checked regularly for proper functioning.

1.2 NOISE CONSULTATION

Wilson Ihrig has extensive experience dealing with noise and related issues from all manner of sources. During the monitoring period, we would be available to consult with the City on any issues that arise. Because the extent of the need for this is unknown at this time, a place-holder budget has been included. This work would be billed on a Time and Materials basis, as needed.

2 Proposed Budget

Below, we present the constituent costs for each of elements of this proposal, then, at the bottom, provide a summary table for the various combinations.

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

Putting the constituent components together, the proposed all-inclusive budgets for two years and the number of stations indicated are as follows:

Two (2) Stations	\$ 57,040
Three (3) Stations	\$ 80,560
Four (4) Stations	\$ 104,080

Labor would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$210 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%



*

*

*

Please do not hesitate to contact us with questions or should you require additional information.

Very truly yours,

WILSON IHRIG

A handwritten signature in black ink that reads "Derek L. Watry". The signature is written in a cursive style with a large initial 'D' and a distinct 'W'.

Derek L. Watry
Principal

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT B

REVISED FEE SCHEDULE

TASK	COST
Noise Monitoring Station Rent and Maintenance (costs one year, per station)	\$ 11,760
Noise Consultation (T&M, as needed)	\$ 10,000

Putting the constituent components together, the proposed all-inclusive budgets for two years and the number of stations indicated are as follows:

Two (2) Stations	\$ 57,040
Three (3) Stations	\$ 80,560
Four (4) Stations	\$ 104,080

Labor would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$210 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$95 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred fifty thousand dollars (\$249,840), subject to budget appropriations.



Agenda Report

18-1093

Agenda Date: 8/28/2018

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Agreement for the Performance of Services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium

BACKGROUND

On August 30, 2016, in response to complaints from residents about noise emanating from the San Francisco 49er's football practices, the City Council directed staff to establish a noise monitoring system for Levi's Stadium and training facility.

Following Council direction, the City entered into an agreement on February 7, 2017 with Wilson, Ihrig & Associates to provide noise monitoring services at Levi's Stadium. Since that time the consultant has implemented a noise monitoring program that includes four noise monitoring stations as well as a comprehensive website (https://seti-media.com/infopopulation/levis_stadium/) that provides reporting information from the monitors as well as a portal for residents to issue noise complaints.

In December 2017, Staff processed Amendment No. 1 to this agreement which extended the contract term through the end of 2018.

DISCUSSION

The current agreement with Wilson, Ihrig & Associates is set to expire this year and will have expended all dedicated funding upon the termination date. Amending the existing agreement to extend the term and provide additional funding will allow the noise monitoring program to continue (all four current monitoring stations will be continued at this time) so that appropriate policy mediations can take place if deemed necessary from evaluation of the cumulative findings over the life of the program.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The original agreement, in the amount of \$99,840, was funded by the Santa Clara Stadium Authority. Extending the agreement for another two years would increase the total not to exceed cost by \$150,000 for a total of \$249,840. The current Stadium Authority budget (Other Consulting) includes the initial \$50,000 needed to fund the agreement through the end of the Stadium Authority's 2018/19 Fiscal Year. The remaining \$100,000 will be included as part of the Stadium Authority's FY

2019/2020 budget development process.

COORDINATION

This report has been coordinated with the Finance Department, City Attorney's Office, and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Agreement with Wilson, Ihrig & Associates subject to annual appropriations to continue conducting noise monitoring of Levi's Stadium and the 49ers practice facility for an additional cost of \$150,000 to be funded over a two-year term, resulting in a revised total cost not to exceed \$249,840 over the life of the agreement.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 2 to the Professional Services Agreement with Wilson, Ihrig & Associates

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement ("Amendment No. 1") is by and between Wilson, Ihrig & Associates, a California corporation, with its principal place of business located at 6001 Shellmound Street, Suite 400, Emeryville, CA 94608 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 1."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services", dated February 14, 2017 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor provide noise monitoring services at Levi's Stadium, and the Parties now wish to amend the Original Agreement to extend the termination date of the agreement.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That the termination date defined in Section 2 of the Original Agreement, entitled "Term of Agreement," is hereby amended to reflect a revised termination date of December 31, 2018.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

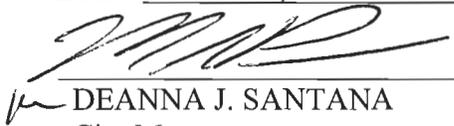
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
Interim City Attorney

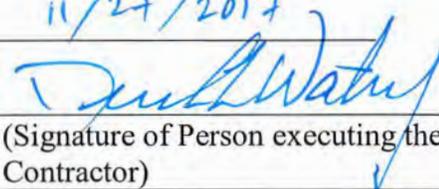
Dated: 12/8/17

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

“CITY”

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 11/27/2017
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Derek L. Watry
Title: Principal
Local Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
Email Address: dwatry@wiai.com
Telephone: (510) 658-6719
Fax: (510) 652-4441

“CONTRACTOR”

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

PREAMBLE

This agreement for the performance of services (“Agreement”) is by and between Wilson, Ihrig & Associates, a California corporation, with its principal place of business located at 6001 Shellmound Street, Suite 400, Emeryville, CA 94608 (“Contractor”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled “SCOPE OF SERVICES”; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled “SCOPE OF SERVICES.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. Contractor acknowledges that the execution of this Agreement by City is predicated upon representations made by Contractor in that certain document entitled “Proposal for Noise Monitoring System & Services for Levi’s Stadium Revision 1” dated October 20, 2016, (“Proposal”) set forth in Exhibit A, which constitutes the basis for this Agreement.

2. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2017.

3. CONTRACTOR'S SERVICES TO BE APPROVED BY A LICENSED PROFESSIONAL.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Contractor shall be approved and signed by a qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

6. WARRANTY.

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

7. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of

termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

To the extent permitted by law, Contractor agrees to hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement as mutually agreed to or awarded by a court or arbitrator.

Without affecting the rights of Indemnitees under any provision of this Agreement, Contractor shall not be required to protect, defend, indemnify and hold harmless Indemnitees for liability attributable to the active negligence or willful misconduct of Indemnitees, provided such active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Indemnitees are shown to have been actively negligent or are shown to have committed willful misconduct, and where Indemnitees' active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence or willful misconduct of Indemnitees. Contractor agrees to pay all attorney and court costs in determining said active negligence or willful misconduct of Indemnitees. The determination of any claim by Contractor that Indemnitees committed active negligence shall be deferred until after all third party claims have been adjudicated by a final judgment that is no longer subject to appeal, unless the City, in its sole discretion, shall consent to an earlier determination.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Planning Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 247-9857

And to Contractor addressed as follows:

Name: Wilson, Ihrig & Associates
Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608
or by facsimile at (510) 652-4441

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, through mediation only. In the event of litigation, the prevailing party shall recover its reasonable costs of suit, expert's fees and attorney's fees.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

Signatures follow on next page.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

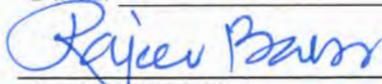


BRIAN DOYLE
Interim City Attorney

ATTEST: 

ROD DIRIDON, JR.
City Clerk

Dated: 2.14.17

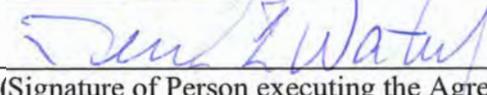


RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WILSON, IHRIG & ASSOCIATES
a California corporation

Dated: 31 January 2017

By: 
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Derek L. Watry

Title: Principal

Local Address: 6001 Shellmound Street, Suite 400
Emeryville, CA 94608

Email Address: dwatry@wiai.com

Telephone: (510) 658-6719

Fax: (510) 652-4441

“CONTRACTOR”

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Proposal for Noise Monitoring System & Services for Levi's Stadium Revision 1" dated October 20, 2016, which is attached to this Exhibit A. In the event of any conflicts between the terms of the main Agreement and the terms of this Exhibit A, the terms of the main Agreement shall control.

The City has elected to utilize four (4) monitoring stations for a term of up to 12 months. It is preferred that these stations have AC power; however, in the event that AC power is not available the solar power units may be used. Written correspondence between the City and Wilson, Ihrig & Associates will provide confirmation of which power system will ultimately be utilized.



20 October 2016

Mr. Juan Padilla
City of Santa Clara, Planning and Inspection
1500 Warburton Avenue
Santa Clara, CA 95050

Subject: Proposal for Noise Monitoring System & Services for Levi's Stadium
Revision 1

Dear Mr. Padilla,

Wilson Ihrig is pleased to present this proposal to provide noise monitoring systems and services to the City of Santa Clara to help investigate and document noises in the neighborhoods near Levi's Stadium. This is a somewhat complex noise environment with contributions from stadium activities, the adjacent San Francisco 49er's Training Facility, and jets taking off from San Jose Mineta International Airport. To help sort these out, the system we propose to use allows for some audio recording when levels reach pre-determined trigger levels and/or at pre-programmed times. All of the data, including both the audio recordings and the decibel levels, would be stored for future access, analysis, and documentation.

1 QUALIFICATIONS

Wilson Ihrig, founded in Berkeley in 1966, has extensive experience in monitoring, measuring, analyzing, predicting, and recommending controls for noise from all manner of sources. Derek Watry, the managing Principal for this proposal, is very familiar with the area around Levi's Stadium having assisted the City previously on noise issues associated with the Gold Striker Roller Coaster at Great America and currently working on the environmental study for the Great America Theme Park Master Plan.

Wilson Ihrig is a member firm of the National Council of Acoustical Consultants (NCAC) and is active with many technical organizations in the field of acoustics, noise and vibration control.

2 PROPOSED SYSTEM AND SERVICES

The following scope of work is based on our understanding of the project as discussed with you during the week of 3 October 2016. Our initial proposal included options for either two or three monitoring stations. At your request, this proposal also includes an option for four stations.

For this project, we recommend utilizing noise monitoring stations provided by Seti-Media. These stations monitor noise (decibel) levels continuously, make audio recordings as programmed, and

transmit all data wirelessly for real-time access. If desired, the system can send text and/or email alerts when sound levels exceed a specified threshold. The Seti-Media web site enable authorized users to view the data and hear the audio recordings easily. All data would be stored on servers for at least 5 years.

Wilson Ihrig would be primarily responsible for working with the City to determine where to deploy the stations, and subsequently installing and maintaining the equipment. To facilitate the City's understanding of the large quantities of data collected by the stations, Wilson Ihrig would prepare comprehensive reports on a monthly basis.

This proposal also includes budget allocation for Wilson Ihrig to advise the City on noise issues that arise near the stadium. This work would be billed on a time and materials basis, so the budget would only be expended if a need arises.

2.1 NOISE MONITORING PLAN

Wilson Ihrig will prepare a simple Noise Monitoring Plan that will describe the monitoring systems and procedures to be used, the web site for real-time access, and the monthly summary reports. It will show where the noise monitors will be located. If the City is interested in alerts, the plan would recommend preliminary notification thresholds, and would identify who will initially get the SMS/email alerts if noise levels approach or exceed the specific trigger levels. (The list may be altered at any time during the project.)

At this time, there are several unknowns regarding the system that will ultimately be deployed:

1. How many stations? At this time two to four are being considered.
2. Will AC line power be available or will the systems require solar power and batteries?
3. How long will the stations be deployed? At this time 6 to 12 months are being considered.

These outstanding issues along with the station locations will be resolved during formulation of the Noise Monitoring Plan. The Noise Monitoring Plan would be reviewed and approved by the City prior to the deployment of the noise monitoring stations.

2.2 NOISE MONITORING SYSTEM DEPLOYMENT

Physical Installation

For outdoor locations, a secure pole will be necessary and must be available. Following is a picture of an outdoor system mounted to a pole secured to a concrete block that was placed just for this purpose. The system shown has a solar panel attached for power, though AC line power is preferred.



Each noise monitoring station will include a noise sensor, a digital noise logger, and a cellular modem for automatic remote data transmission (24/7). Additional information about the Seti-Media noise monitoring stations may be found in the appendix.

Wilson Ihrig will provide single-point responsibility for installing, maintaining, and reviewing all noise monitors regularly for proper working order. The monitoring stations will be automatically self-checked regularly for proper functioning.

Real-Time Monitoring System: Web Interface and Exceedance Notification

Real-time data obtained from the noise monitor stations will be available to the City and any other authorized users via a secure project website. Real-time data will be updated after every measurement interval (e.g., 1 minute) and designated personnel will be notified by email/SMS if/when measured levels exceed specific thresholds.

The website will have an interactive map of the project site showing exactly where each noise monitoring station is located.

The noise monitors will record audio samples when the level exceeds a specified limit. These samples will be streamed to the web site where they can be played back to help identify sources.

Environmental monitoring summaries will be available for all Project monitoring locations. The summary includes station details, alert trigger levels, and all exceedances observed. Users can subscribe to periodical email reports that include the monitoring summary information.

Written Noise Reports

Monthly, Wilson Ihrig would review the noise data and issue summary reports to the City. These reports would provide permanent documentation of Project noise levels and could be relied upon in the event any claims related to noise were made. In addition to providing an archival summary of the noise data, the reports would include cursory descriptions of the noise sources during the monitoring period.

2.3 NOISE CONSULTATION

Wilson Ihrig has extensive experience dealing with noise and related issues from all manner of sources. During the monitoring period, we would be available to consult with the City on any issues that arise. Because the extent of the need for this is unknown at this time, a place-holder budget has been included. This work would be billed on a Time and Materials basis, as needed.

3 Proposed Budget

The cost of the systems and services being proposed depend in part on the duration of the monitoring, the availability of line (AC) power, and the number of stations deployed and maintained. Many of the pricing factors are not linear with time or number of units, i.e., the unit cost declines over longer periods. Below, we present the constituent costs for each of these factors, then, at the bottom, provide a summary table for the various combinations. If the City provides us with additional direction on its needs, we could revise and simplify this proposal.

TASK	COST
Noise Monitoring Plan	\$ 3,000
Station Mobilization & Demobilization	
Two (2) stations	8,000
Three (3) stations	10,000
Four (4) stations	11,000

Noise Monitoring Station Rent (costs for entire period, per station)		
6 months, AC power		5,700
12 months, AC power		10,500
6 months, Solar power		6,000
12 months, Solar power		11,500
Monthly Reporting (per month)		
2 stations		1,400
3 stations		1,800
4 stations		2,000
Shipping & Other ODCs		
AC power		1,500
Solar power		3,000
Noise Consultation (T&M, as/if needed)		10,000

Putting the constituent components together in various combinations, the proposed all-inclusive budgets are as follows:

	6 Months		12 Months	
	AC Power	Solar Power	AC Power	Solar Power
Two (2) Stations	\$ 43,440	\$ 45,600	\$ 62,400	\$ 65,220
Three (3) Stations	\$ 54,110	\$ 56,600	\$ 80,750	\$ 84,230
Four (4) Stations	\$ 62,580	\$ 65,400	\$ 95,700	\$ 99,840

Work would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$200 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$80 / hour
ODCs (rental equip., travel, copying, telecom, etc.)	Cost + 10%

GENERAL TERMS AND CONDITIONS

DIRECT EXPENSES

Authorized direct expenses, such as those for mileage, travel, photo developing, and long distance telephone, will be billed at cost plus 10%. Fees and expenses will be invoiced monthly unless specifically agreed otherwise.

PAYMENT

The invoice will indicate the fees and expenses expended on the assignment during the invoice period. Payment is expected within 30 days of receipt. Client agrees to pay a finance charge of one and one half percent (1-1/2%) per month, or the maximum rate allowed by law on fees 60 days past due or longer. Wilson Ihrig reserves the right to terminate all services on any accounts in arrears more than 90 days from the date of invoice. For work away from our office, staff travel time is charged at fee rate for portal to portal.

RETAINER

For new clients, it is our policy to require a retainer equal to 50-100% of the estimated fees and expenses before work commences. Thus, for this project, we require a \$WAIVED retainer prior to starting work. The retainer will be applied to our *final invoice or progress invoices*. Please be advised that Wilson Ihrig reserves the right to assert a Mechanic's Lien, Design Professional's Lien or a Stop Notice if payments are not made according to our agreement.

DELAYS

Delays not under Wilson Ihrig control, such as access denied due to owner absence, will be charged in addition to the proposed fees on a Time & Materials basis at the schedule of fees listed above.

STANDARD OF CARE

Wilson Ihrig will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

* * *

Please do not hesitate to contact us with questions or should you require additional information.

Very truly yours,

WILSON IHRIG



Derek L. Watry
Principal

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT B

FEE SCHEDULE

<u>TASK</u>	<u>COST</u>
Noise Monitoring Plan	\$ 3,000
Station Mobilization & Demobilization	
Two (2) stations	\$ 8,000
Three (3) stations	\$10,000
Four (4) stations	\$11,000
Noise Monitoring Station Rent (costs for entire period, per station)	
6 months, AC power	\$ 5,700
12 months, AC power	\$10,500
6 months, Solar power	\$ 6,000
12 months, Solar power	\$11,500
Monthly Reporting (per month)	
2 stations	\$ 1,400
3 stations	\$ 1,800
4 stations	\$ 2,000
Shipping & Other ODCs	
AC power	\$ 1,500
Solar power	\$ 3,000
Noise Consultation (T&M, as/if needed)	\$10,000

Work would be billed on a time and material basis in accordance with the following rate table:

Title	Rate
Principal	\$250 / hour
Associate Principal	\$200 / hour
Senior Consultant	\$175 / hour
Associate	\$150 / hour
Assistant	\$120 / hour
Technician/Field Assistant	\$80 / hour
<i>ODCs (rental equip., travel, copying, telecom, etc.) Cost + 10%</i>	

In no event shall the amount billed to City by Contractor for services under this Agreement exceed ninety-nine thousand eight-hundred forty dollars (\$99,840), subject to budget appropriations.

**AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
WILSON, IHRIG & ASSOCIATES**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted² of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR PROFESSIONAL SERVICES
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EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

WILSON, IHRIG & ASSOCIATES

a California Corporation

By: 
Signature of Authorized Person or Representative

Name: DEREK L. WATRY

Title: CEO/PRINCIPAL

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.



Date: February 7, 2017

To: City Manager for Council Action
Executive Director for Stadium Authority Action

From: Director of Community Development

Subject: Agreement with Wilson Ihrig & Associates to perform Acoustic Monitoring of Levi's® Stadium and the San Francisco 49ers Practice Facility for Noise Ordinance Compliance

EXECUTIVE SUMMARY

At the August 30, 2016 Concurrent meeting, the Council/Stadium Authority requested that staff take five actions related to the enforcement of the City's noise regulations, including direction to implement an acoustic monitoring program to monitor noise levels related to Levi's® Stadium and the 49ers practice facility. As described in a report to the City Council on October 25, 2016, staff implemented four of those actions and initiated a process to engage a consultant to conduct an ongoing noise monitoring program. Staff also contacted five qualified consultants requesting proposals from those consultants to design a system to meet the objectives of the Council/Stadium Authority. Staff received three proposals in response to that request.

Staff is recommending that the City proceed with a contract with Wilson, Ihrig & Associates (WIA) as a consultant to conduct the City's noise monitoring program. WIA has well established credentials and has submitted a cost effective proposal. As described in the attached agreement's scope, the consultant will prepare a Noise Monitoring Plan that will identify locations for the installation of four noise monitors, establish threshold noise levels which would trigger an alert to City staff, provide real time monitoring of noise levels through an internet site, and provide written reports to the City on a regular basis. The contract cost is \$99,840.

ADVANTAGES AND DISADVANTAGES OF ISSUE

Engagement with an acoustic engineering (noise) consultant will enable the City to monitor noise levels for conformance with the City's noise ordinance to address community livability within the vicinity of the Levi's® Stadium and the 49ers practice facility. The one-year contract will provide sufficient data to gain an understanding of noise conditions over the course of activities that occur on an annual basis and may be extended or modified at the conclusion of the year if necessary.

ECONOMIC/FISCAL IMPACT

An appropriation of \$99,840 from the Santa Clara Stadium Authority Fund Balance (870-44199) to the Santa Clara Stadium Authority Other Expenditures account (870-8345-87800) is necessary in order to provide sufficient funding to pay for this consultant.

//

RECOMMENDATION

- 1) That the Stadium Authority approve an appropriation of \$99,840 from Santa Clara Stadium Authority Fund Balance account [870-44199] to the Santa Clara Stadium Authority Other Expenditures account (870-8345-87800).
- 2) That the Council approve and authorize the City Manager to execute an Agreement with Wilson, Ihrig & Associates to conduct noise monitoring of Levi's® Stadium and the 49ers practice facility at a cost not to exceed \$99,840.



Andrew Crabtree
Director of Community Development

Certified as to Availability of Funds:
870-44199 \$ 99,840.00 TC

APPROVED:



Rajeev Batra
Interim City Manager/Executive Director


for Gary Ameling
Director of Finance

FIVE COUNCIL VOTES

Documents Related to this Report:

- 1) *Agreement with Wilson, Ihrig & Associates for Noise Monitoring System & Services*



WI #16-125

MEMORANDUM

9 February 2022

To: Reena Brilliot, Leah Ruch, Andrew Crabtree
Community Development Department, City of Santa Clara

Fr: Sarah Kaddatz, Derek Watry

Re: Levi's Stadium Noise Level Monitoring Project
San Francisco 49ers 2021 Sunday Game-Day Noise Levels (Cheeney & Lenox)

This memorandum presents an analysis of game-day noise levels put in the context of non-game-day noise levels and noise level estimates taken from the stadium's environmental impact report (EIR) documents. Data is being collected continuously in the neighborhoods around the stadium using Seti-Media noise monitoring stations installed expressly for this purpose. Measurements are being made at four locations around the stadium (see Figure 1), but this memo only reports data from the monitor at Cheeney and Lenox.

The Cheeney and Lenox monitor characterizes noise in the neighborhood south of the stadium which was the focus of the stadium's EIR noise analysis. It is about the same distance from the stadium as the Hughes Elementary School monitor, and is lined up with the open southern end of the stadium. The Hughes location is shielded from stadium noise to a large extent by the bleacher seats on the eastern side. At the City's request, data from the Hughes and the other monitors could be added to this report.

Game-Days Analyzed The football game-day data analyzed to date are for the following San Francisco 49ers game days, all Sundays:¹

¹ Analysis of data from other days (Saturdays, Monday) could be done if desired. Data from Sunday 10/24/21 (Colts) are not analyzed because the noise monitoring station at Cheeney & Lenox was not functioning properly on that day due to rainfall.

Event Date	Event	Start Time	End Time
8/29/2021	49ers vs. Raiders	1:05 p.m.	3:56 p.m.
9/26/2021	49ers vs. Packers	5:22 p.m.	8:30 p.m.
10/3/2021	49ers vs. Seahawks	1:05 p.m.	4:14 p.m.
11/7/2021	49ers vs. Cardinals	1:25 p.m.	4:25 p.m.
11/28/2021	49ers vs. Vikings	1:25 p.m.	4:33 p.m.

Explanation of Sound Level Metrics Sound (noise) levels vary continuously, so the acoustics community has developed a number of metrics to characterize this variability. This section explains the two used in this memo.

Average or Equivalent Level (Leq) The *equivalent level*, abbreviated “Leq” is the steady sound level that contains the same amount of acoustical energy during the measurement period as the actual, time-varying sound level did. For all intents and purposes, it is the average level and shall be referred to as such in this memo.

L1 Statistical Noise Levels (“Maximum”) The L1 is the noise level exceeded 1% of the time during a measurement period. For a one-hour measurement period (3,600 seconds), the noise level is higher than the L1 for 36 seconds and lower for the other 59 minutes and 24 seconds. It more fairly represents the “maximum” noise level during the hour for a source like Levi’s stadium, and it is used in this report as a proxy for the maximum noise level.²

Data Analysis & Presentation

- The data analysis uses data collected in 1-hour intervals.
- The noise monitoring system is able to filter out most jet noise based on the typical characteristics of jet noise.³ When it detects a jet, the system disregards the 30 seconds during which the jet flies over. Data with and without the inclusion of jet noise are presented in this report.
- For context, the data from the 46 Sundays in 2021 when there was not an NFL game (non-game days) were analyzed to ascertain the average for non-game days.

² The true maximum noise level during the hour is the single loudest second.

³ If the jet is not particularly loud or there is another, constant noise source such as a lawnmower at the time, the filter may not identify the jet. The filter excludes the noise from about 85% of all jets.

- Also for context, the stadium noise level estimates in the project EIR are presented. From the Environmental Noise Assessment done for the project:⁴

Hourly average noise levels generated during the game are calculated to range from 61 to 66 dBA Leq at the nearest residential receivers to the south . . . Game-related hourly-average noise levels would exceed typical Sunday afternoon average noise levels by about 4 dBA Leq . . .

Maximum instantaneous noise levels generated by various sources associated with an NFL game (e.g., PA System, music, crowd cheering) would typically range from about 55 to 68 dBA at the nearest residential receivers . . .

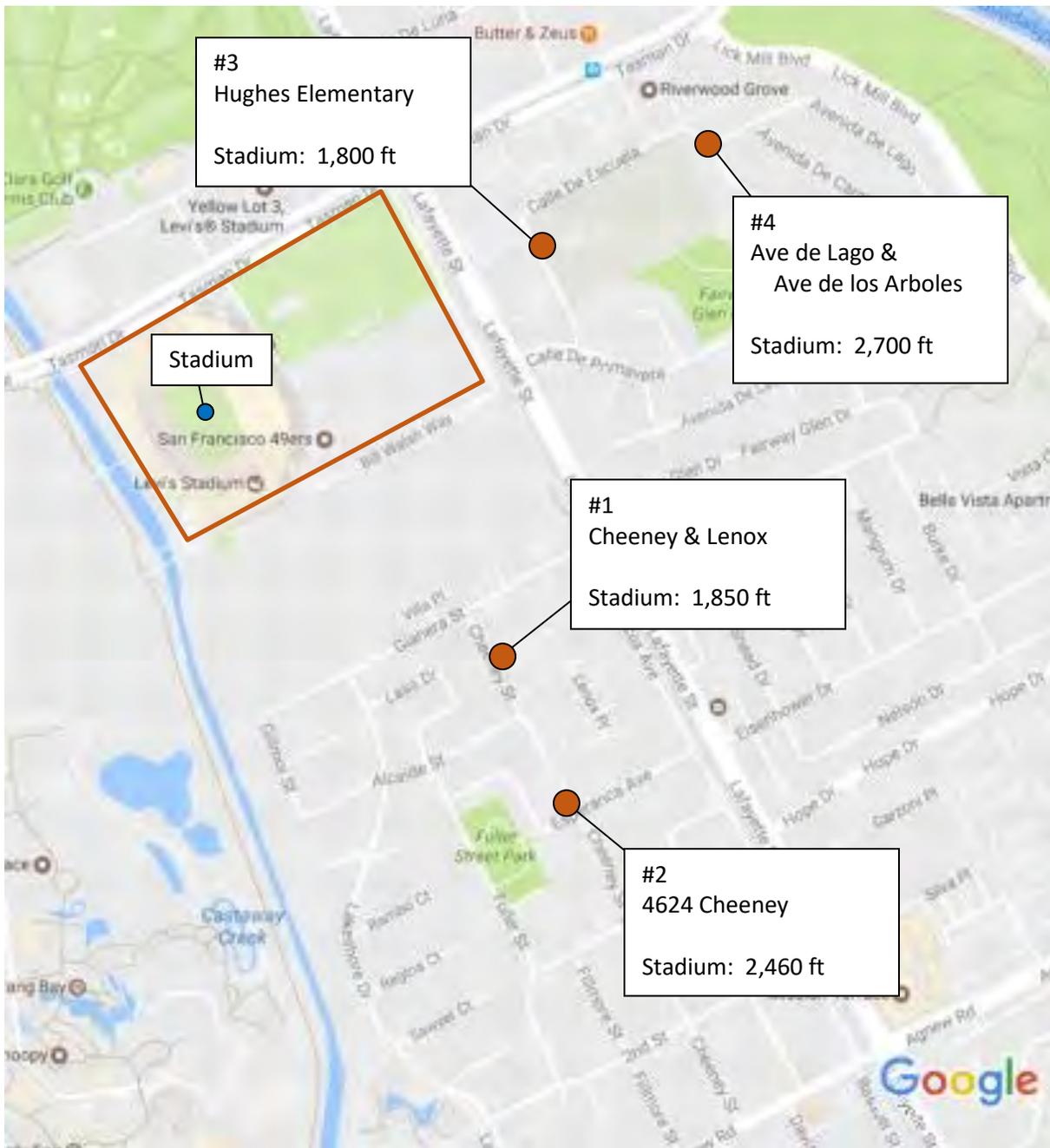
The EIR predictions are for the residences closest to the stadium whereas the Cheeney & Lenox sound monitoring station is more deeply embedded in the community, about 50% farther away. To account for the extra attenuation with distance, 4 dB have been subtracted from the EIR-predicted levels.⁵

- The 2021 Sunday game-day noise levels are plotted against the contextual backdrop of average non-game Sunday noise levels and the EIR-predicted noise levels. The approximate timeframe of the football game is indicated on each data plot.
- The hourly average (Leq) data for each of the five games along with commentary are presented in Figure 2 8-29-21 (Raiders) – Hourly-Average Noise Levels to Figure 6 11-28-21 (Vikings) – .
- The “maximum” (L1) data for all five games are presented in Figure 7.

* * * * *

⁴ Illingworth & Rodkin, *49ers Stadium Project Environmental Noise Assessment*, Santa Clara, California, I&R Job No. 08-046, 24 February 2009, p 14.

⁵ Technical note: Noise attenuates with distance for the same reason that the height of circular waves resulting from a rock thrown in a still lake get smaller as the travel away from the source: the energy in the wavefront is spread over a larger and larger area which reduces the wave's amplitude. This is called “attenuation due to geometric spreading”. Noise that is fairly far from the source – even a large source such as Levi's Stadium – spreads at a rate of 6 dB per doubling of distance. The distance from the center of the stadium (which is the effective location of the noise source) to the homes where the EIR predicted noise levels is about 1,200 feet, whereas the distance from the center of the stadium to the Cheeney and Lenox monitor is about 1,800 feet, a 50% increase. Given the logarithmic mathematics of decibels, one may calculate that the expected attenuation for a 50% increase in distance is 3.5 dB using the equation $20 \log_{10}(\text{distance}_1/\text{distance}_2)$.



**Figure 1 Area Map with Noise Monitoring Locations
(Distances are measured from the center of the stadium)**

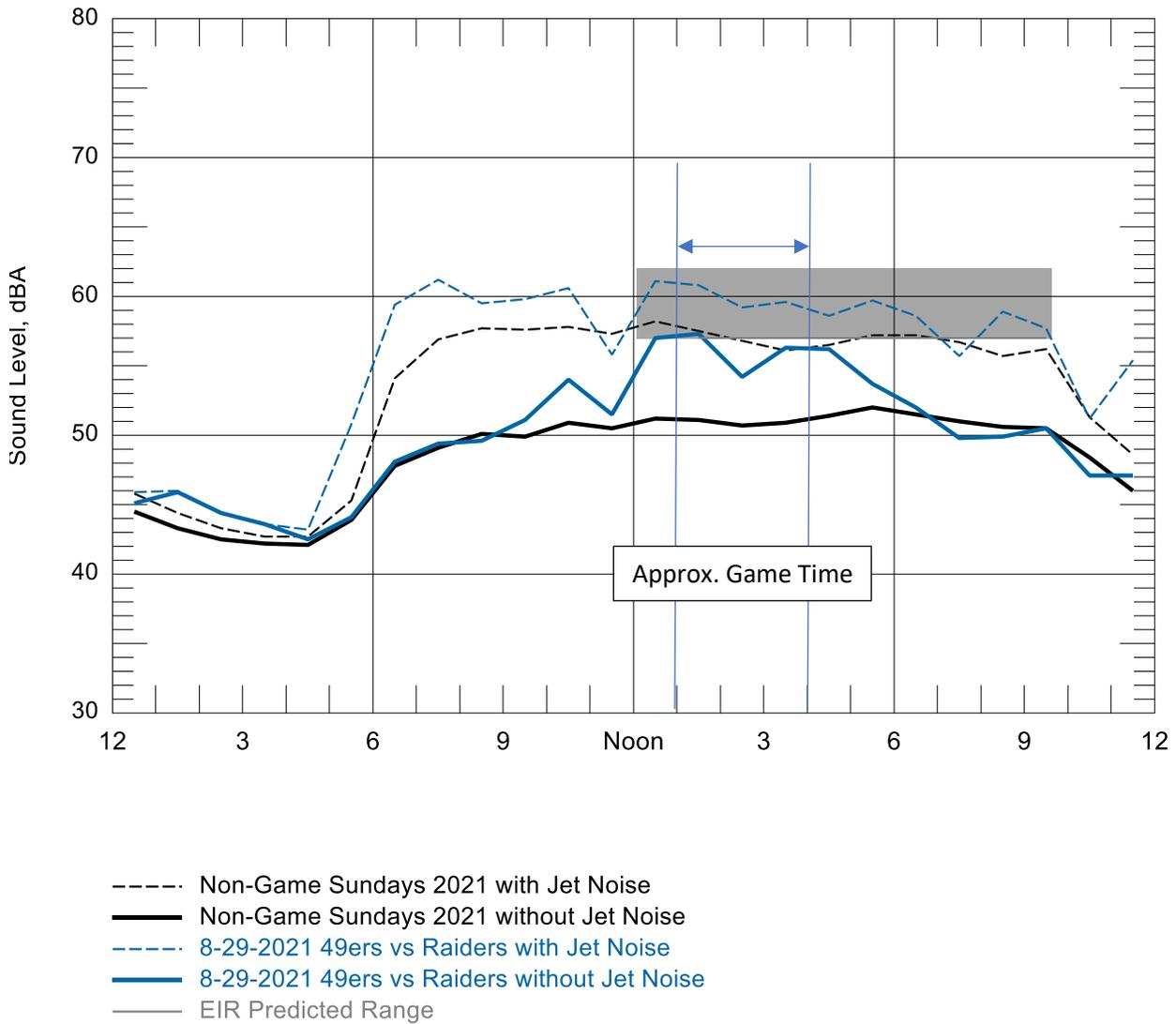


Figure 2 8-29-21 (Raiders) – Hourly-Average Noise Levels
49ers 34 Raiders 10

It is reasonable to attribute the game-day noise levels without jet noise (solid blue line) that exceed the average non-game-day noise levels without jet noise (solid black line) to activities at Levi's stadium. Over the 6-hour period centered on the game time, game-day levels were 2 to 6 dB higher than non-game-day levels.

The stadium noise levels (represented by the solid blue line) are generally below the range predicted for the EIR.

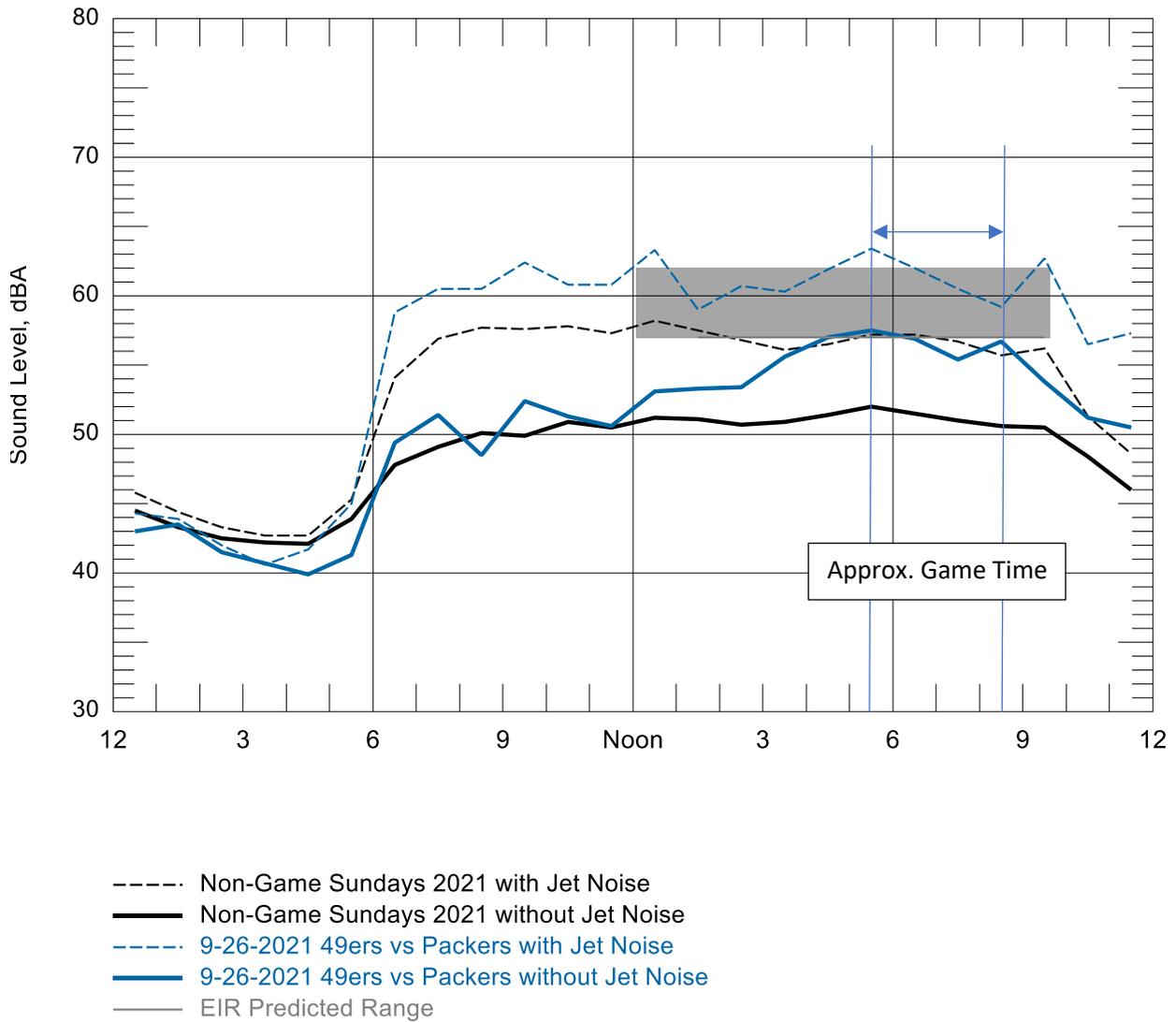


Figure 3 9-26-21 (Packers) – Hourly-Average Noise Levels
49ers 28 Packers 30

Over the 6-hour period centered on the game time, game-day levels were 3 to 6 dB higher than non-game-day levels (solid blue compared to solid black).

The stadium noise levels (represented by the solid blue line) are generally below the range predicted for the EIR.

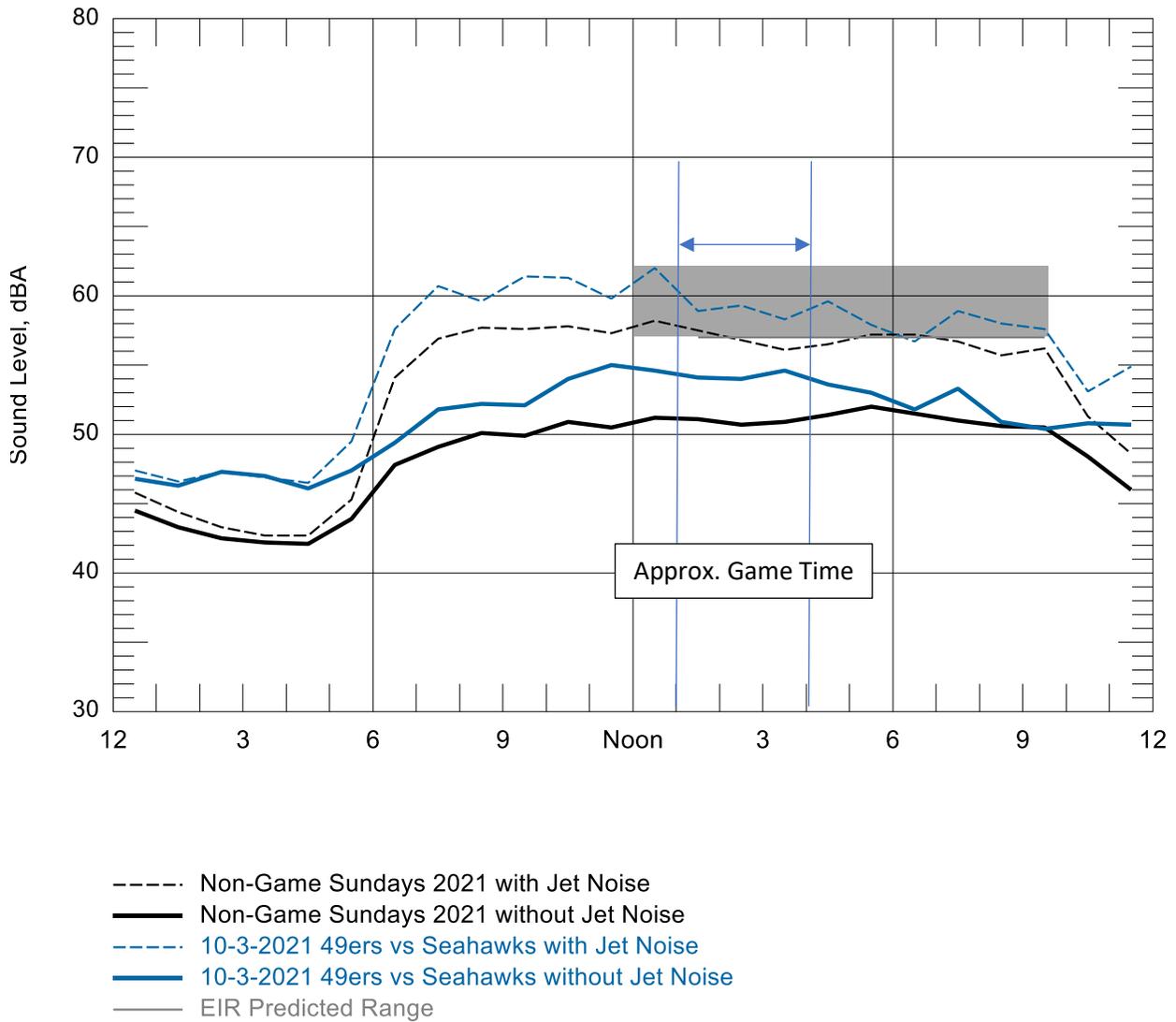


Figure 4 10-3-21 (Seahawks) - Hourly-Average Noise Levels
49ers 21 Seahawks 28

Over the 6-hour period centered on the game time, game-day levels were 1 to 4 dB higher than non-game-day levels (solid blue compared to solid black).

The stadium noise levels (represented by the solid blue line) are below the range predicted for the EIR.

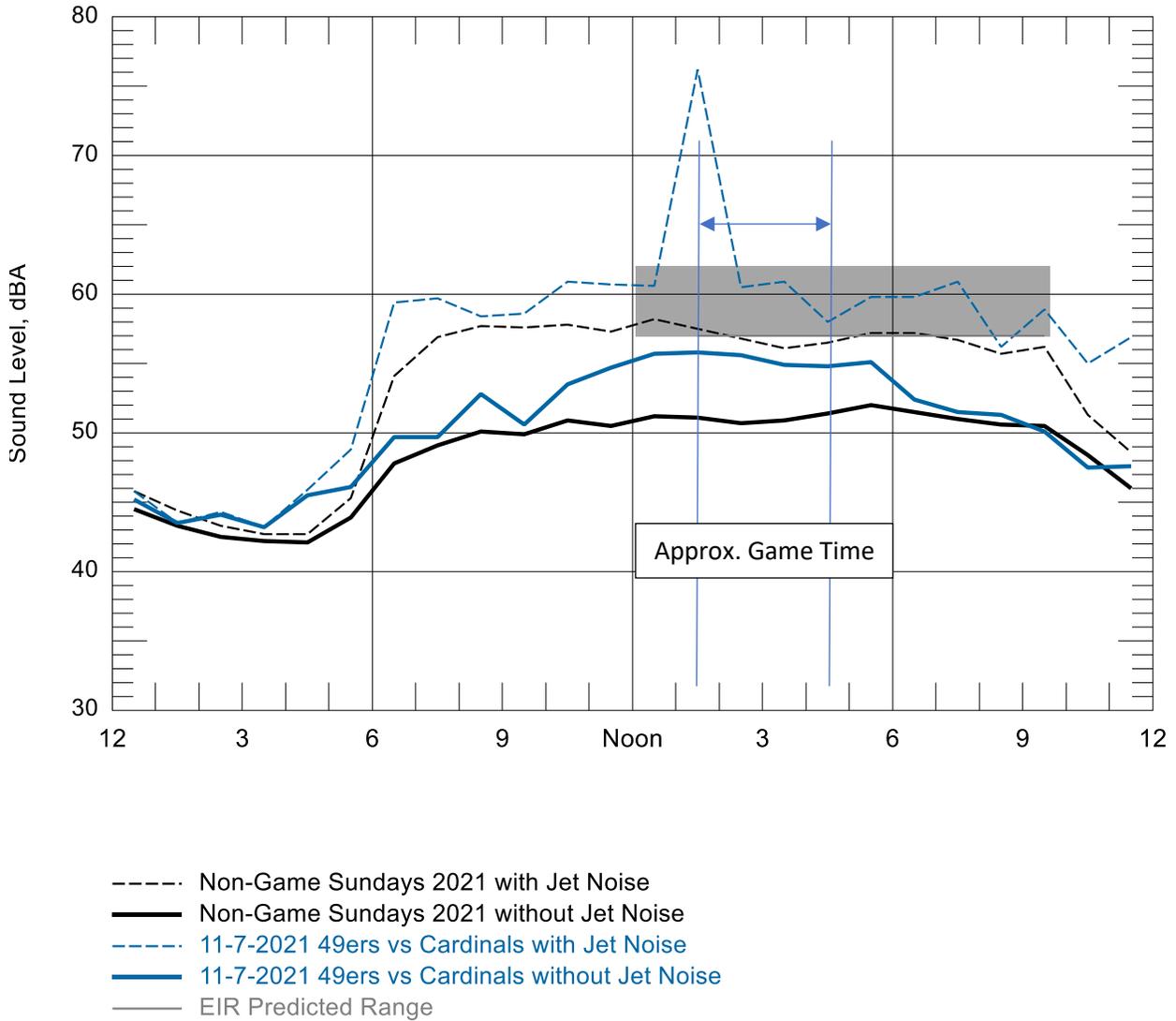


Figure 5 11-7-21 (Cardinals) – Hourly-Average Noise Levels
49ers 17 Cardinals 31

Over the 6-hour period centered on the game time, game-day levels were 3 to 5 dB higher than non-game-day levels (solid blue compared to solid black).

The stadium noise levels (represented by the solid blue line) are below the range predicted for the EIR.

The high noise level in the game-day data including jet noise (dashed blue line) appears to have been caused by jets flying low over the stadium just before game time. Although not confirmed, this may have been part of the NFL and 49ers' salute to veterans given the proximity to Veteran's Day.

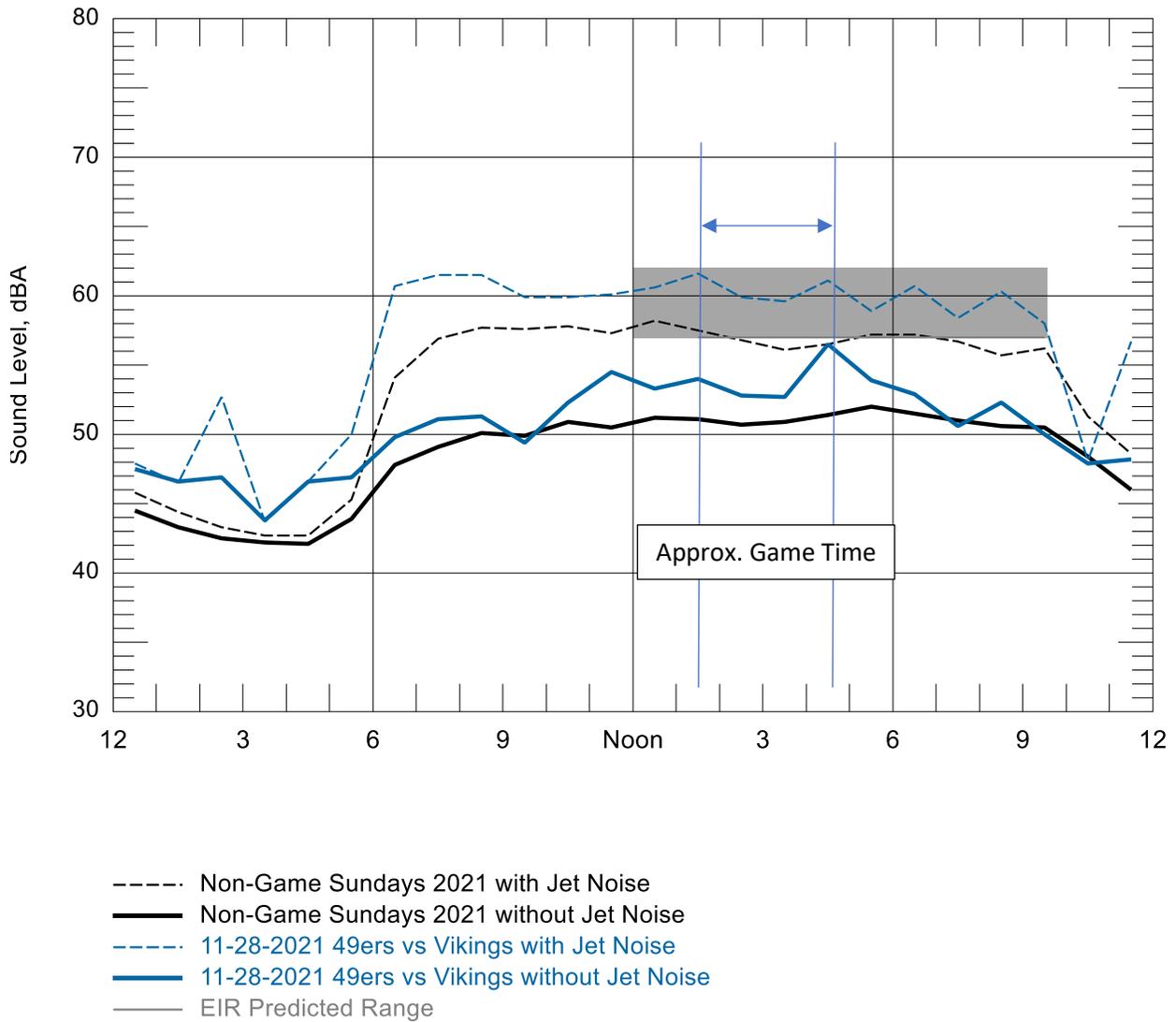


Figure 6 11-28-21 (Vikings) – Hourly-Average Noise Levels
49ers 34 Vikings 26

Over the 6-hour period centered on the game time, game-day levels were 2 to 5 dB higher than non-game-day levels (solid blue compared to solid black).

The stadium noise levels (represented by the solid blue line) are below the range predicted for the EIR.

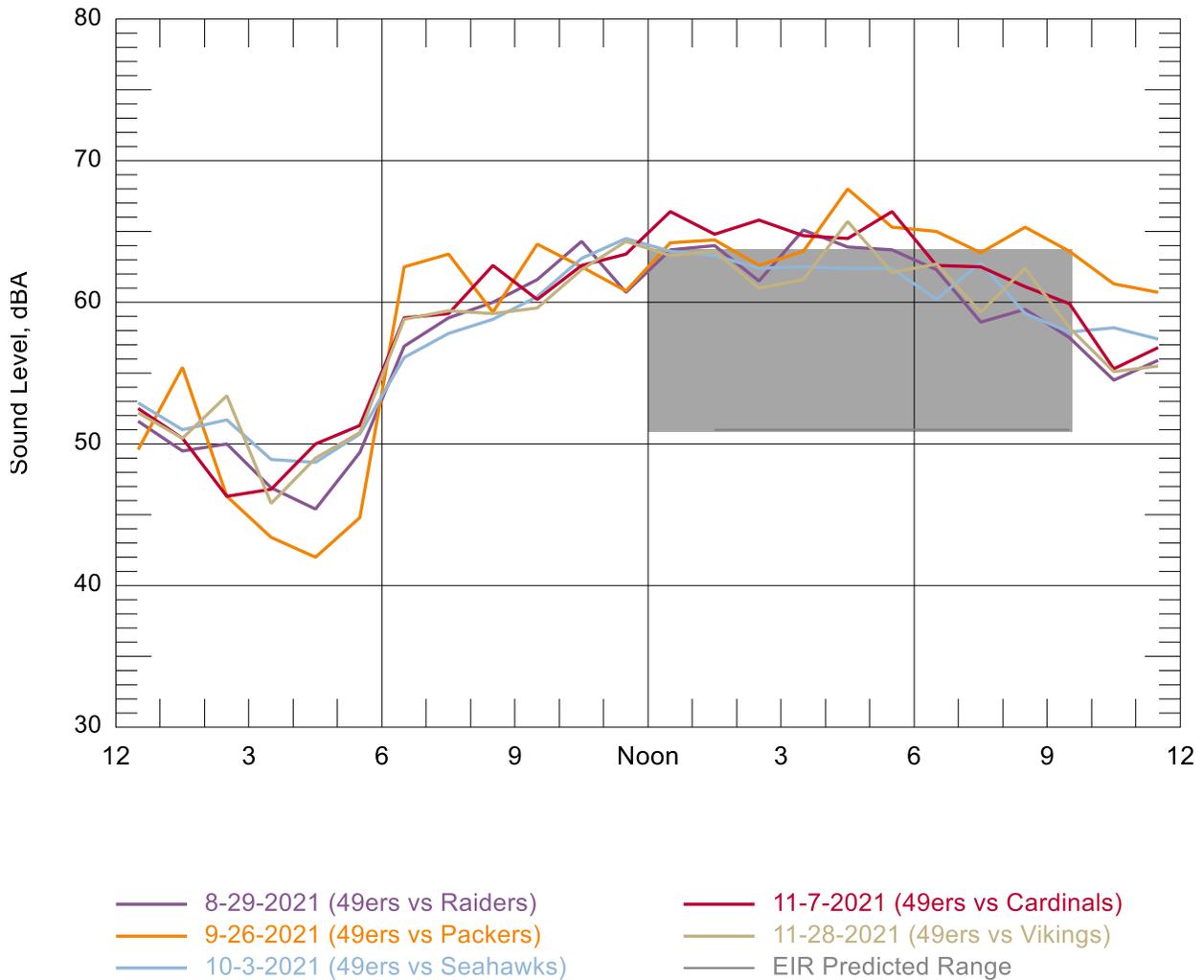


Figure 7 “Maximum” (L1) Noise Levels on Sunday Game Days (without Jet Noise)

In contrast to the hourly-average noise levels, the measured “maximum” noise levels on NFL game days is at the higher end of or above the range predicted for the EIR on most game days. Jet noise has been filtered out of these data, so they set an upper bound on noise from Levi’s Stadium, but they may not all be attributable to Levi’s..



MEMORANDUM

23 May 2017

To: Andrew Crabtree, Juan Padilla, Lee Butler
Community Development Department, City of Santa Clara

Fr: Derek Watry

Re: Levi's Stadium Noise Level Monitoring Project
Attended Noise Level Readings of U2 Concert (17 May 2017)

This memorandum presents noise level data collected on the evening of Wednesday, 17 May 2017, during the U2 concert at Levi's Stadium. Data was collected live in the neighborhoods around the stadium. Equipment consisted of a Brüel & Kjær Type 2230 Sound Level Meter and a Sony PCM-D50 Audio Recorder. The measurement apparatus was calibrated immediately prior to use with a Brüel & Kjær Type 4230 Field Calibrator.

The noise level data was post-processed using proprietary software developed by Wilson Ihrig expressly for this purpose. For the analysis, we excluded other distinct sources such as cars, jet aircraft, and barking dogs. We then determined the statistical noise levels for the concert dominated portions of the recordings. While it's tempting look at the maximum and minimum levels, we prefer to report the noise levels exceed 1%, 10%, 50%, and 90% of the time. These statistical levels give a better indication of the variability of the sound levels without including potentially anomalously high or low readings. They represent, respectively, the louder moments, the typical loud moments, the median level, and the quieter moments during the show.

Measurements were made at four locations around the stadium (see Figure 1). At the first of these, Cheeney and Lenox, ambient data was collected when there was no audible sound coming from the stadium. The ambient recording included automobiles and jet aircraft. The levels for these distinct sources are reported below, but they were removed for the purposes of calculating the *background* noise levels at Cheeney and Lenox. The range of background noise levels is shown on all four data plots below because we did not have the opportunity to collect background levels at the other three locations. It is reasonable to assume they are similar at all four locations.

Table I presents a summary of the measured noise levels at all four locations. The ranges shown for the concert are the levels between that exceeded 90% of the time (characteristic of the quieter moments) and 1% of the time (characteristic of the louder moments).

It is important to realize that “audibility” is not just about the decibel levels. At Arboles and Lago, for example, the noise level readings are generally not much higher than the background levels, however, concert sound was still audible because singing, talking, and crowd cheers are distinct from other evening and nighttime sounds in a suburban neighborhood. Conversely, at Cheeney and Lenox and 4624 Cheeney, the concert noise levels were some 10 to 20 decibels higher than the background levels. At these locations, the concert sound not only prevailed, but lyrics and music were plainly audible. It was easy to identify every song.

TABLE I SUMMARY OF MEASURED NOISE LEVELS			
Cheeney & Lenox	Ambient		
	Background	48 – 53 dBA	
	Jet Aircraft	73 – 77 dBA	
	Cars	63 – 64 dBA	
	Concert	56 – 68 dBA	Lyrics plainly audible
4624 Cheeney	Concert	54 – 63 dBA	Lyrics plainly audible
Hughes Elementary	Concert	52 – 60 dBA	Lyrics audible. Includes some helicopter noise.
Arboles & Lago	Concert	46 – 54 dBA	Lyrics not audible

The 1/3-octave band spectra at the four locations are shown in Figures 2 to 5. The single-number A-weighted (dBA) value corresponding to each spectrum is indicated on the right-hand side of the graph (AW). Again, we’re showing the levels exceeded 1%, 10%, 50%, and 90% of the time. At Cheeney and Lenox and 4264 Cheeney, noise levels in the 500 to 2000 Hz frequency bands are particularly elevated. This is the frequency range that corresponds to the human voice, so those levels are mostly likely associated with singing. The lyrics were more plainly audible at the two Cheeney Street locations probably because that end of the stadium is somewhat open. Conversely, the locations northwest of the stadium are somewhat more shielded by the bleacher seating configuration.

Assessment Against Stadium Condition of Approval P23

Condition of Approval P23 for the Stadium project states:

In order to control noise, the stadium loudspeaker systems (permanent and temporary) shall be oriented in a manner consistent with Community Noise Analysis prepared by WJHW, dated May 27, 2010 for the proposed 49ers Stadium, in order to control noise impacts to adjacent residential neighborhoods. In accordance with Section 9.10.070(c) of the Santa Clara City Code, and the recommendations of the noise analysis, sound system levels shall be limited to 100 dBA for NFL

games and other used of the permanent speaker system, and not more than 105 dBA for temporary concert speaker systems as presented in the analysis. For sound system installations and modifications within the stadium site, the target for maximum sound level exposure in residential areas to the east and south shall be 60 dBA, in order to minimize noise impacts to sensitive receptors.

As seen in the data presented in Table I, concert noise levels exceeded 60 dBA at both of the locations on Cheeney Street. On Figure 2, it can be seen that concert noise exceeded 60 dBA very nearly 50% of the time (see the blue circle on the AW scale). On Figure 3, it can be seen that concert noise exceeded 60 dBA about 10% of the time (see the orange circle on the AW scale). As stated above, the concert was plainly audible at both of these locations, and the concert noise levels were some 10 to 20 dB above the prevailing background noise levels in the neighborhood.

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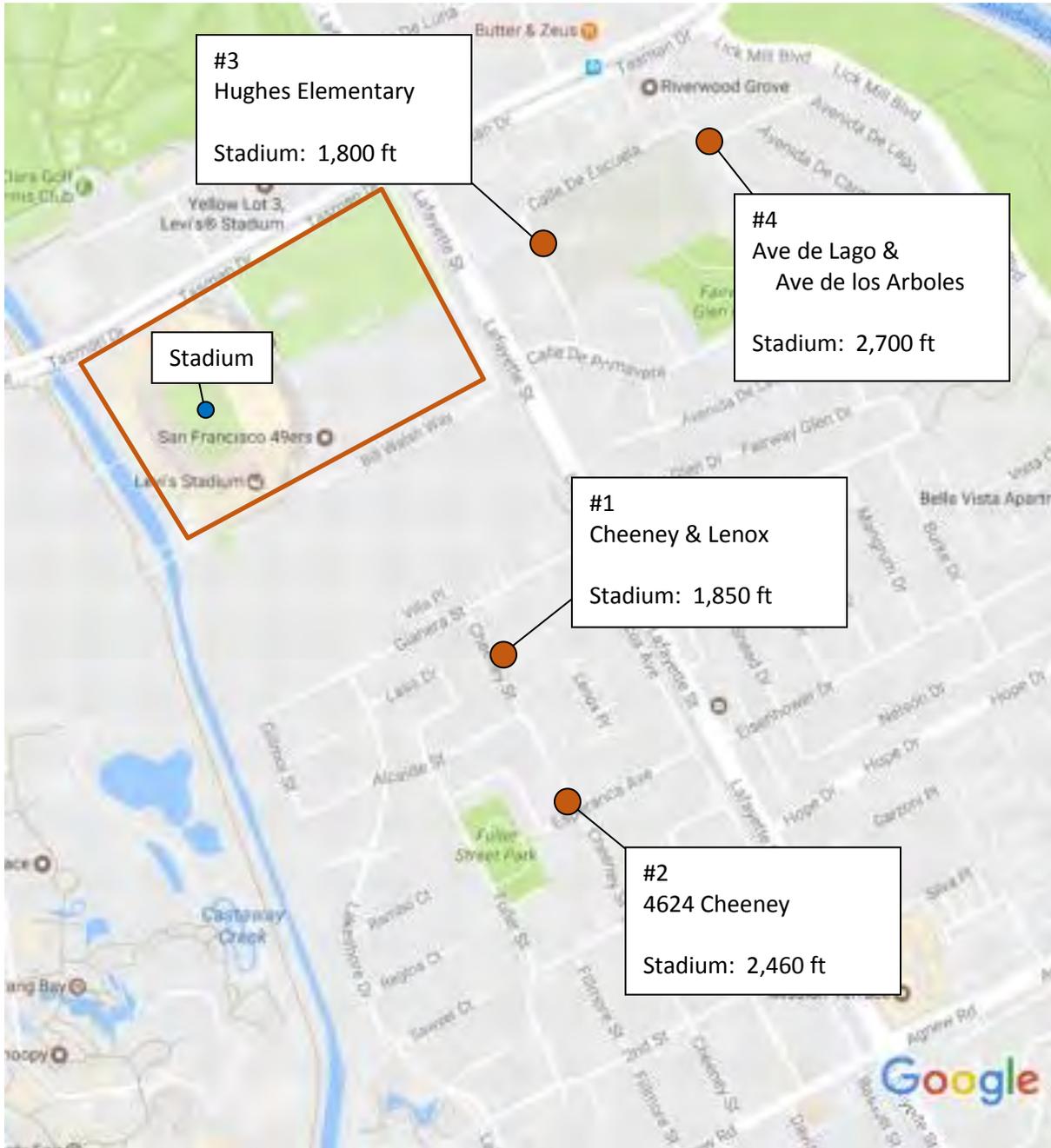


FIGURE 1 AREA MAP WITH NOISE MONITORING LOCATIONS
(DISTANCES ARE FROM BLUE DOTS)

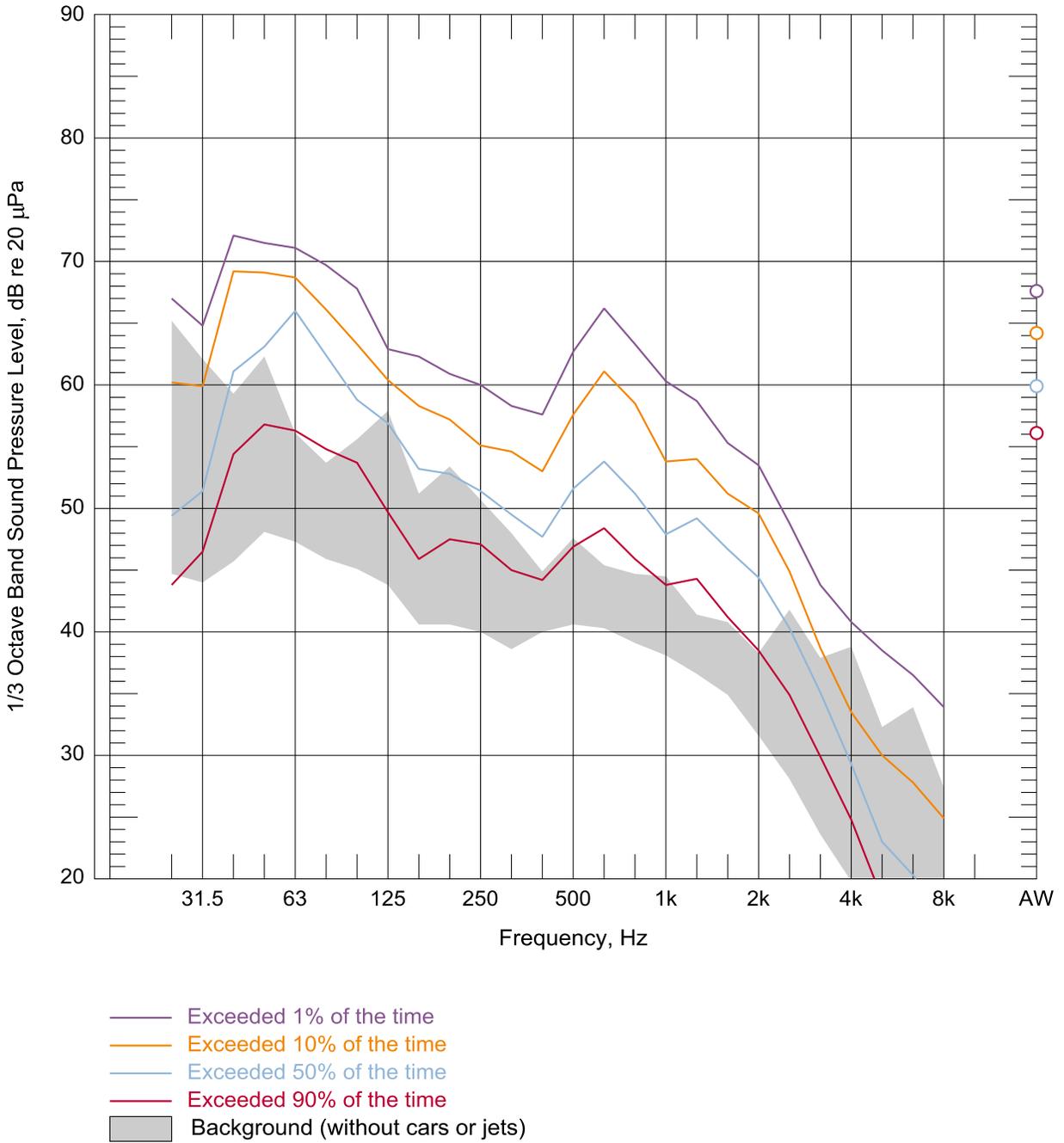


FIGURE 2 CHEENEY & LENOX

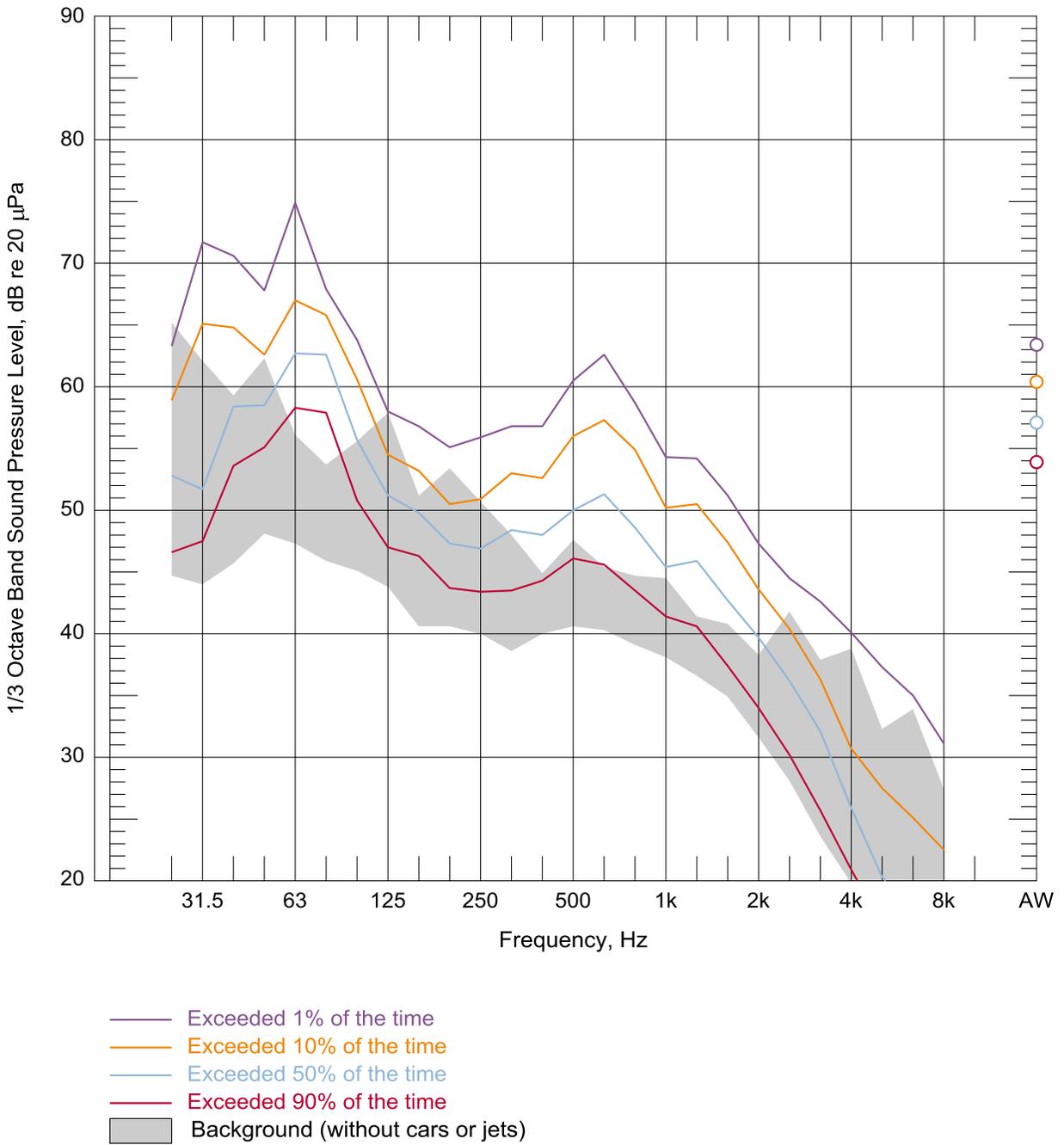


FIGURE 3 4624 CHEENEY

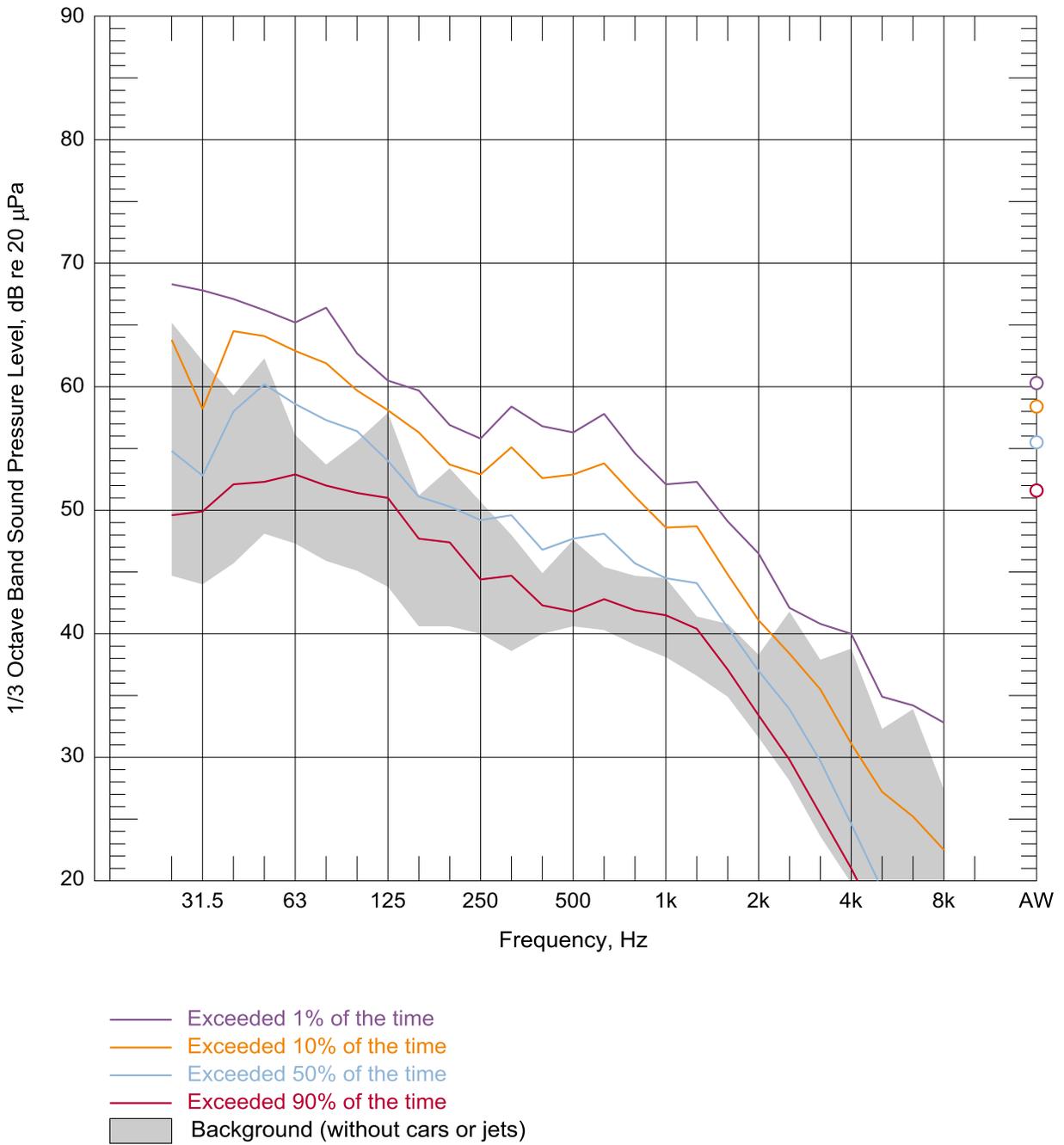


FIGURE 4 HUGHES ELEMENTARY (NEAR AVE. DE GUADELUPE)

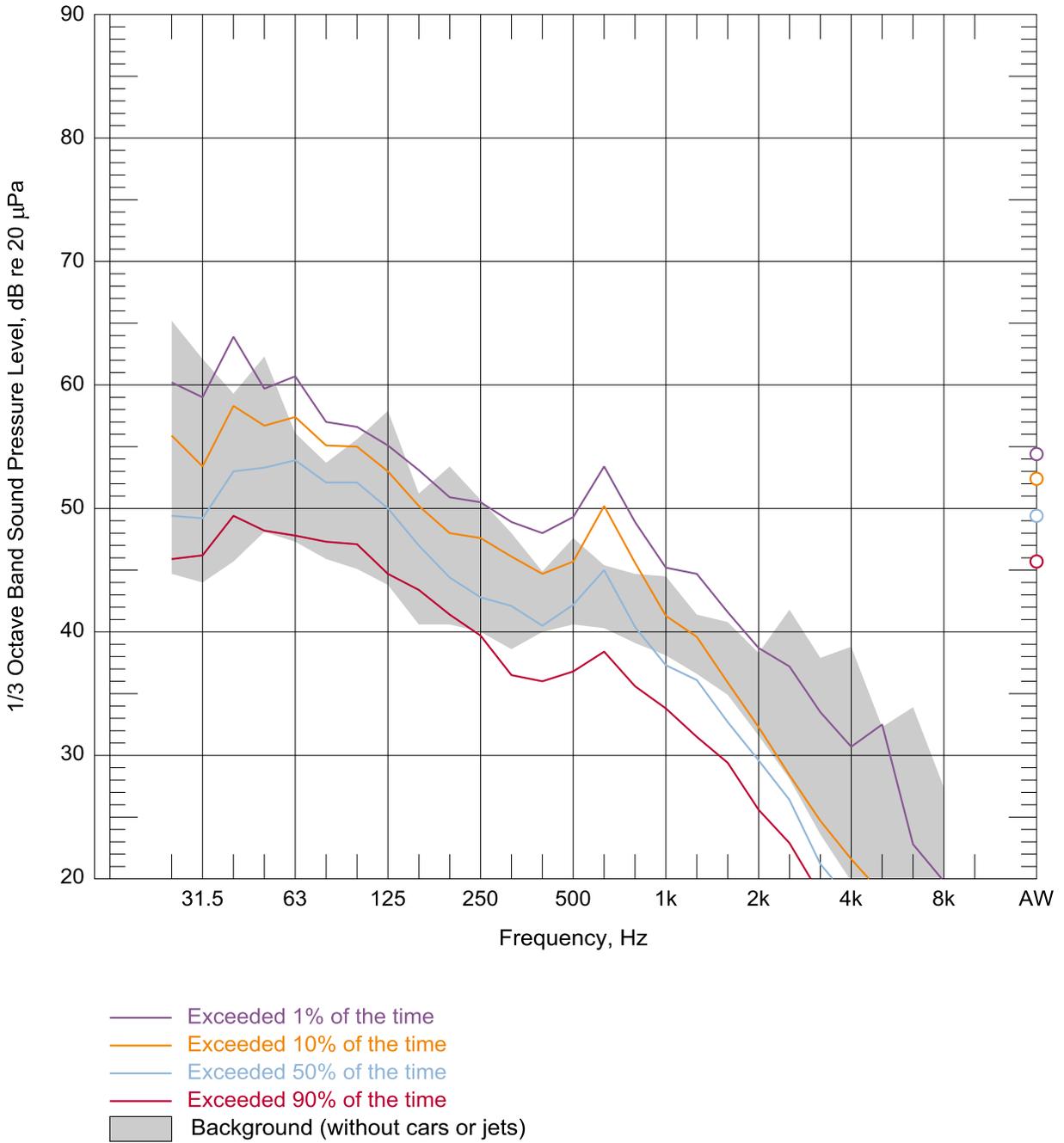


FIGURE 5 AVENIDA DE LOS ARBOLES & AVENIDA DE LAGO



MEMORANDUM

10 October 2017

To: Andrew Crabtree
Community Development Department, City of Santa Clara

Fr: Derek Watry

Re: Levi's Stadium Noise Level Monitoring Project
Noise Level Readings of Coldplay Concert (4 October 2017)

This memorandum presents noise level data collected on the evening of Wednesday, 4 October 2017, during the Coldplay concert at Levi's Stadium. Data was collected in the neighborhoods around the stadium using the Seti-Media system installed for this purpose.

Measurements were made at four locations around the stadium (see Figure 1), but this memo only reports data from the closest monitor at Cheeny and Lenox.

Figure 2 shows a comparison of the noise levels during the concert to *ambient* noise level data collected on 15 nights in September in 5-minute intervals.

Because the concert was on a Wednesday night, the comparative days were all Monday, Tuesday, Wednesday, and Thursday nights in September except Thursday the 21st because there was a 49er football game that evening. The comparative data shows the maximum, average, and minimum ambient sound levels.

Coldplay came on stage at 9:00 PM, and the sound level associated with the opening number was louder than the maximum ambient level at that time in September. The show came to a close just before 11:00 PM, and fireworks at the end of the show also caused the noise in a 5-minute period to be higher than the maximum in September. Between the opening number and the fireworks, the concert sound level was typically above the average sound level at this location, but below the maximum measured in September.

* * * * *

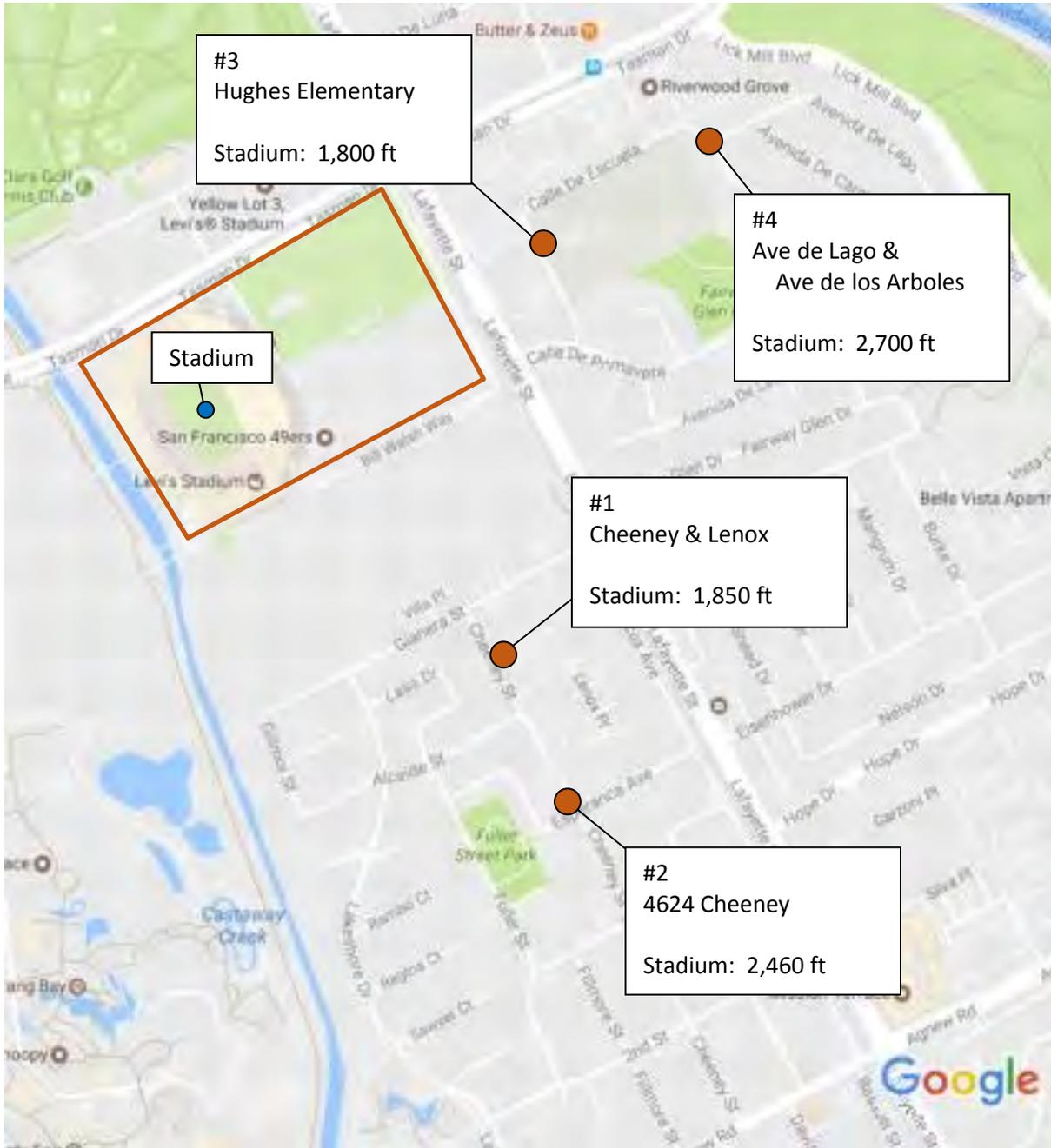


FIGURE 1 AREA MAP WITH NOISE MONITORING LOCATIONS
(DISTANCES ARE FROM BLUE DOTS)

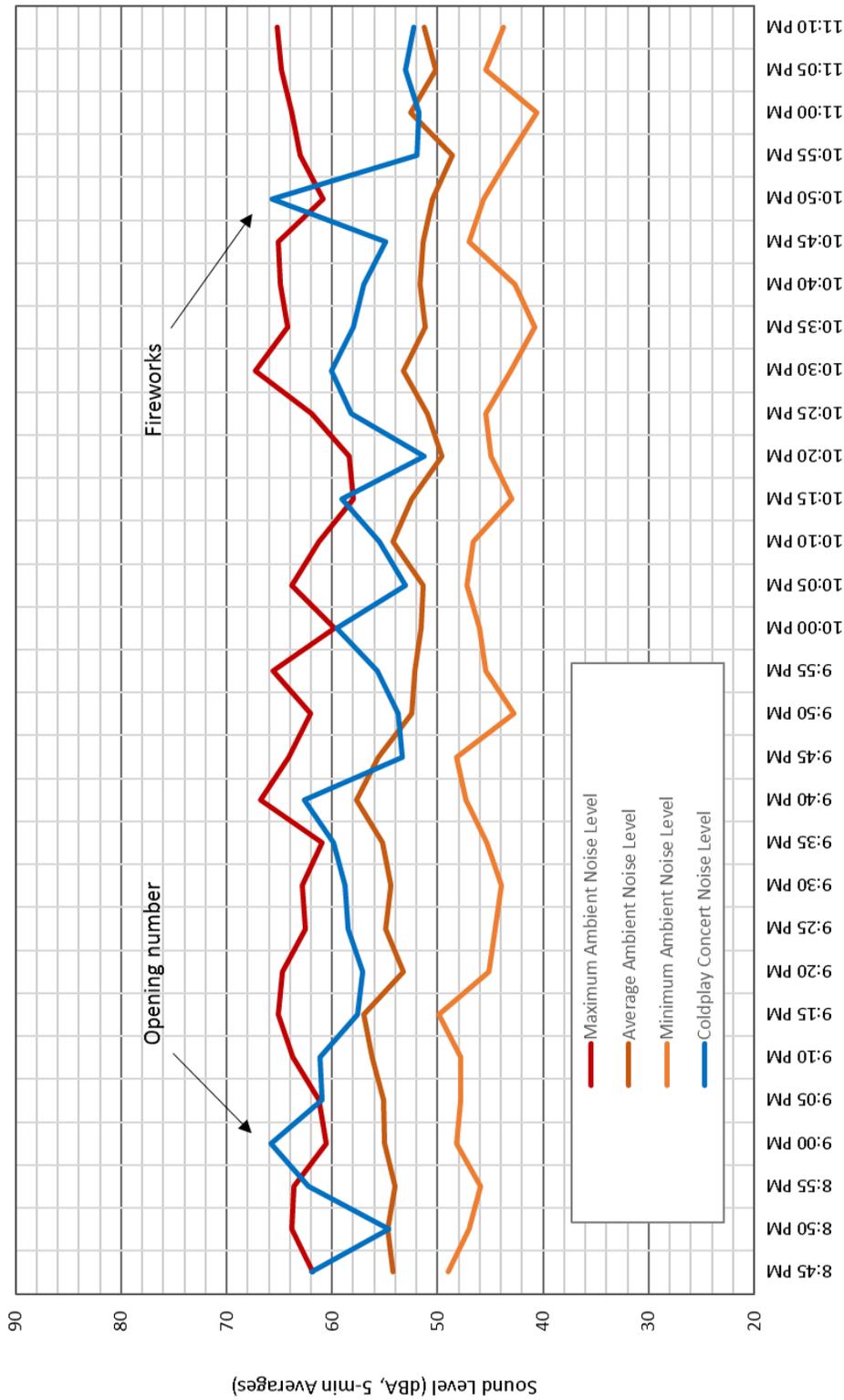


Figure 2 Coldplay Concert v September Weekday Evenings

Levi's Stadium Noise Monitoring Stations – Summary of Rent vs Buy Options

	All of the following costs are per monitoring station unless otherwise noted. There are currently 4 stations.		
	Seti Media	Sigicom	Envirosuite
	Current Installation	Buy Option 1	Buy Option 2
Purchase Price	(Vendor does not sell equipment)	\$10,385.40 each	\$13,500 each (5% discount for 4 units)
Monthly Rental & Data Hosting Cost	\$660	(Purchase option)	(Purchase option)
Monthly Data Hosting Cost	Included in Rental Cost	\$80/month/unit	\$1,620/ month for 2 units, \$2,520/ month for 4 units
Vendor Start-Up Cost	Already incurred	\$50 each One-time registration fee	(No info provided)
Mobilization Cost	Already incurred	\$5,000 - \$9,000 Depends on number of stations. Range is for 2 to 4 stations	\$5,000 - \$9,000 Depends on number of stations. Range is for 2 to 4 stations
Monthly Administration Cost (Wilson Ihrig)	\$560 (total)	\$560 (total)	\$0 or \$560 (total) if Wilson Ihrig stays involved
Annual Maintenance & Calibration Cost	\$3,000 (Field calibrated)	\$4,500 (Lab calibrated)	\$3,000 (Field calibrated)
Calibration	Automated, but annual field calibration recommended	Annual calibration at external lab recommended. Equipment would out of service during calibration.	Automated, but annual field calibration recommended
Publicly Viewable Data Presentation?	Yes	Not normally provided. Could be developed (cost undetermined).	Yes
Available presentation metrics	Avg, min, max, statistics Three weightings (dBA, dBC, dBZ) Spectral 1/3-octave bands	Average, max A-weighting only (dBA) No spectral data	Avg, min, max, statistics Three weightings (dBA, dBC, dBZ) Spectral 1/3-octave bands
Can system filter out jet noise?	Yes	No	No
Lead time to procure equipment	Equipment already installed	To be determined based on inventory at time of order	More than 4 weeks. Exact time to be determined.
Equipment Warranty Period	(If rented equipment is damaged or malfunctions, it will be replaced at vendor cost.)	12-month warranty included. Damage insurance available at additional cost.	12-month warranty included. Extended warranty available for additional cost.
Who would install	Wilson Ihrig	Wilson Ihrig	Envirosuite or Wilson Ihrig

Information collected and compiled by Wilson Ihrig



Agenda Report

22-384

Agenda Date: 3/8/2022

REPORT TO COUNCIL

SUBJECT

Discussion and Action on Potential March 10, 2022 Cities Association Legislative Action Committee Meeting AB 1944 Agenda Item

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On October 9, 2018, Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy (Attachment 1). The LAP Policy establishes clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, State, and federal levels of government and to provide guidance for City officials who serve on regional, State, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

The LAP Policy provides that, "If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration."

DISCUSSION

Staff was notified that AB 1944 - Local government: open and public meetings, which was introduced by Assembly Members Alex Lee and Cristina Garcia, is tentatively scheduled for consideration at the upcoming March 10, 2022 Cities Association Legislative Action Committee (LAC) meeting. It would be an action item asking LAC members to take a preliminary vote to recommend to the full Cities Association Board to support, oppose or take no position on the current version of AB 1944.

In its current form, AB 1944 allows members of a local legislative body, upon majority vote, to waive the Brown Act requirements of publishing their private address on the meeting agenda and making this address open to members of the public. It also requires a remote participation option for members of the public to address the body, only during meetings when the legislative body elects to use teleconferencing.

AB 361, which the City is currently operating under, allows a local agency to use teleconferencing for public meetings without requiring the teleconference location to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction during a Governor-proclaimed state of emergency in certain circumstances.

AB 1944 would modify the Brown Act to allow members of a local legislative body to teleconference into a meeting without having to reveal private addresses or make private addresses accessible to the public, whether there exists a state of emergency or not. Whenever members of a local legislative body elect to use teleconferencing, the local agency must also ensure there are teleconferencing mechanisms in place for public participation. An AB 1944 Fact Sheet is attached to this report (Attachment 2).

The City's legislative consultant, Townsend Public Affairs, has prepared a bill summary and "Support" recommendation for the Council's consideration (Attachment 3).

Councilmember Watanabe is the City's Council Appointment to the Cities Association LAC and will be attending the March 10, 2022 LAC meeting. She will need to be authorized by the Council to take action on the potential LAC Meeting AB 1944 agenda item consistent with the Council's final position.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

The City has an existing three-year agreement with Townsend Public Affairs for state and federal legislative advocacy services in an amount not-to-exceed \$252,000, which includes developing and implementing a legislative strategy. These services are included at no additional cost as part of the consultant's monthly service fee.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Council discussion and action to take either a "Support", "Oppose", or "No Position" position on the potential March 10, 2022 Cities Association LAC Meeting AB 1944 agenda item; and
2. Authorize Councilmember Watanabe to take action on the potential LAC Meeting AB 1944 agenda item consistent with the City Council's position.

Prepared by: Christine Jung, Assistant to the City Manager
Approved by: City Manager's Office

ATTACHMENTS

1. Legislative Advocacy Position Policy

2. AB 1944 Fact Sheet
3. Townsend - AB 1944 Bill Summary and Recommendation



LEGISLATIVE ADVOCACY POSITION POLICY

PURPOSE

To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

POLICY

To attain a comprehensive review of legislation affecting cities, to obtain the Council position on proposed legislation, to make the City's position known, and to maintain a record of pertinent information, the following guidelines shall be followed.

All legislative reviews are to be made on the basis of the effect on the City and citizens as a whole, and taking into account existing City positions, policies, or goals, rather than on the individual's personal feelings.

The guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Annually, Legislative Advocacy Positions (LAP) shall be adopted or updated by the City Council at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed above and posted on the City's website.

PROCEDURE FOR EVALUATING AND SUPPORTING LEGISLATIVE ADVOCACY

Legislation and issues of interest are brought to the City's attention through several means: the League of California Cities, the National League of Cities, the Cities Association of Santa Clara County, Council Members, city staff, citizens, and professional or governmental organizations and legislators. All legislation or issues of interest are to be referred to the City Manager's Office.

1. City Manager's Office (CMO) reviews the proposed legislation and, if warrants, requests assistance from one or more departments.

LEGISLATIVE ADVOCACY POSITION POLICY (cont.)

2. CMO/Department evaluates the bill for its impact upon Santa Clara, recommends a position and potential action, and drafts a position statement or support/opposition letter.
3. If Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the city as further detailed below.
4. If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration.
5. Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 – 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager.
6. In order to keep the Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
7. Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to Council and departments.

RESOLUTION NO. 18-8611

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ADOPTING A LEGISLATIVE ADOVACY POSITION POLICY AND
RESCINDING COUNCIL POLICY 018 POSITION ON NON-CITY-
RELATED ISSUES**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, establishing a Legislative Advocacy Position Policy will provide guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government; and,

WHEREAS, establishing a Legislative Advocacy Position Policy will provide guidance for City officials who serve on regional, state, and national boards, committees, and commission when they are asked to review public policy matters and issues; and,

WHEREAS, the Legislative Advocacy Position Policy, attached hereto as Attachment 1, will expedite and streamline the City of Santa Clara's legislative advocacy processes.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Legislative Advocacy Position Policy, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

2. That Council Policy 018 Position on Non-City-Related Issues is hereby rescinded.

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3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 9th DAY OF OCTOBER, 2018, BY THE FOLLOWING VOTE:

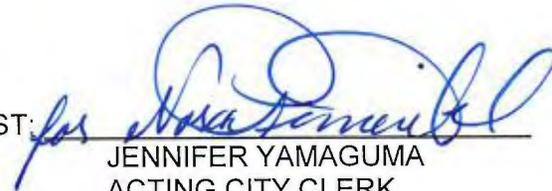
AYES: COUNCILORS: Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



JENNIFER YAMAGUMA
ACTING CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:
1. Legislative Advocacy Position Policy



BROWN ACT MODERNIZATION

AB 1944 | ASSEMBLYMEMBER ALEX LEE

THIS BILL

This bill would allow members of a local legislative body, upon majority vote, to allow members to waive Brown Act requirements of publishing their private address, and making their private address open to members of the public. It would also require a remote participation option for members of the public to address the body.

BACKGROUND

The Ralph M. Brown Act passed in 1953 requires local government business to be conducted at open and public meetings, except in certain limited situations. Existing law allows the legislative body of a local agency to use teleconferencing as long as a quorum of the members participate from locations within the boundaries of the agency's jurisdiction.

In order to teleconference, each teleconference location is required to be identified in the notice and agenda of the meeting, as well as be accessible to the public.

On March 2020, Governor Newsom issued Executive Order N-29-20 which waived the teleconference requirements for local agencies during the COVID-19 pandemic. This order has since expired.

AB 361 (Rivas, 2021) permits local agencies to continue to meet virtually and remotely during a state-declared emergency without having to meet a quorum and other requirements of teleconference meetings under the Brown Act. Local legislative bodies may continue to meet virtually pursuant to AB 361 until the end of the current state of emergency and during any future state of emergency up until January 1, 2024. The legislative body is required to take a majority vote every 30 days in order to continue allowing members to participate virtually without meeting existing Brown Act requirements.

PROBLEM

Given the last few years of the COVID-19 pandemic, many members of Brown Act bodies have participated remotely in official business, and have shown effective leadership while keeping themselves and their families healthy and safe. However, even with existing legislation, the protections are only in place during a declared state of

emergency. In addition, if there is no majority vote every 30 days, members who choose to teleconference are required to make private addresses publicly known and accessible.

Since there are many members of Brown Act bodies who have families that may be immunocompromised or may need to teleconference from a private location that cannot be made accessible to the public, there are still many concerns with existing legislation.

For example, if outside of the pandemic a local elected is teleconferencing from a hospital room after giving birth, she would be forced to either reveal the location she is teleconferencing from or make the room publicly available, or she would not be able to attend the meeting and partake in her official duties.

Another example is if a Planning Commissioner is immunocompromised, or has immunocompromised family members at home, they may choose to teleconference into meetings. However, they would be required to share their private home address and make it publicly accessible.

SOLUTION

AB 1944 would ensure that:

- Brown Act bodies have the ability to vote to allow their members to teleconference into a meeting without having to reveal private addresses or make private addresses accessible to the public, in order to best continue performing their official duties
- Livestreams of meetings are required whenever members teleconference into meetings so the public has access to observe and participate in meetings
- Members of the public are able to address their elected officials either through a call-in or video option, ensuring that they are able to participate in government

SUPPORT

Gilroy City Councilmember Zach Hilton
Santa Clara School Board Member Vickie Fairchild
Santa Clara School Board Member Bonnie Lieberman
Seaside City Councilmember Jon Wizard
South San Francisco Councilmember James Coleman
San Bruno Park District Trustee Andriana Shea
Santa Ana City Councilmember Jessie Lopez
Sacramento City Councilmember Katie Valenzuela
North Westwood Neighborhood Councilmember Andrew
Lewis

CONTACT

Maria Montchal, Legislative Aide
Office of Assemblymember Alex Lee
916-319-2025 | Maria.Montchal@asm.ca.gov

MEMO

To: City of Santa Clara
From: Townsend Public Affairs, Inc.
Date: March 3, 2022
Subject: Bill Analysis: AB 1944 (Lee)

AB 1944 (Lee) Local government: open and public meetings.

Bill Information

The official text of AB 1944 can be found [here](#).

Summary

This bill allows members of a local legislative body, upon majority vote, to waive the Brown Act requirements of publishing their private address on the meeting agenda and making this address open to members of the public. It also requires a remote participation option for members of the public to address the body, only during meetings when the legislative body elects to use teleconferencing.

AB 361 (R. Rivas, Statutes of 2021) permits local agencies to continue to meet virtually and remotely during a state-declared emergency without having to meet a quorum and other requirements of teleconference meetings under the Brown Act. Local legislative bodies may continue to meet virtually pursuant to AB 361 until the end of the current state of emergency and during any future state of emergency up until January 1, 2024. The legislative body is required to take a majority vote every 30 days in order to continue allowing members to participate virtually without meeting existing Brown Act requirements.

Under AB 361, members of a legislative body are only given modified Brown Act protections during a declared state of emergency. Further, in the case where there is no majority vote every 30 days, members who choose to teleconference are required to make private addresses publicly known and accessible, should they elect to participate remotely in a meeting.

AB 1944 would modify the Brown Act to allow members of a local legislative body to teleconference into a meeting without having to reveal private addresses or make private addresses accessible to the public, *whether there exists a state of emergency or not*. Whenever members of a local legislative body elect to use teleconferencing, the local agency must also ensure there are teleconferencing mechanisms in place for public participation.

Status

AB 1944 has been referred to the Assembly Local Government Committee and is currently pending an official hearing date.

Support

According to the author: *“Since there are many members of Brown Act bodies who have families that may be immunocompromised or may need to teleconference from a private location that cannot be made accessible to the public, there are still many concerns with existing legislation.*

For example, if outside of the pandemic a local elected is teleconferencing from a hospital room after giving birth, she would be forced to either reveal the location she is teleconferencing from or make the room publicly available, or she would not be able to attend the meeting and partake in her official duties.”

According to the author’s office, supporters of AB 1944 include: a dozen individual city council and school board members, primarily from the Bay Area. Additional support is anticipated once the committee analysis, with the official list of supporters, is released prior to the committee hearing.

Opposition

Since AB 1944 has not yet been set for hearing, there is no list of official opposition available yet.

TPA Staff Recommendation

Support

AB 1944 aims to provide local agencies, and individual elected officials, a level of privacy by not requiring the disclosure of the address of the remote participation location is a location that is not open to the public. The measure balances privacy with public access by requiring local agencies who have members that elect to participate remotely to also provide teleconferencing options for public participation, as well as video streaming of the meeting.

AB 1944 also provides a level of discretion for local agencies, by only imposing the video streaming and public teleconference access requirements in instances where one or more members of a local agency elect to remotely participate in a meeting.